

State Ganganagar Sugar Mills Limited

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

JAIPUR - 302006 –RAJASTHAN

CIN-U15421RJ1945SGC000285

Tel. No. 0141-2740841 Website: www.rajexcise.gov.in

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

Notice Inviting E-bid

RATE CONTRACT OF SILENT TYPE 75/125 KVA DG SET

Single Stage

Two Part Bid

Part I

TECHNICAL BID

(To be submitted duly filled along with the Bid)

NIB. NO. RSGSM/DGSET/RC/2020-21/Pur/43

Date 04.01.2021

Pre-bid meeting	:	On 11.01.2021 at 3.00 p.m.
Start date of submission of bid	:	From 13.01.2021 at 01.00 p.m.
Last date/time for download of bid document	:	Till 21.01.2021 up to 6.00 p.m.
Last date/ time of upload of the bid	:	Till 21.01.2021 up to 6.00 p.m.
Date and time of opening of the technical bid	:	On 22.01.2021 at 3.00 p.m.
Price of bid document	:	Rs. 2360/- including GST
Processing fee for e-procurement charges	:	Rs. 1000/-
Date and time of opening of the financial bid	:	To be intimated through eproc automated messaging system

Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006
Tel. No. : 0141-2740841 Fax : 0141-2740676 Email ID : dgmpurchase.rsgsm@rajasthan.gov.in

NOTICE INVITING BIDS

NIB. NO. RSGSM/DGSET/RC/2020-21/Pur/43

Dated 04.01.2021

1. Online single stage unconditional e-bids are invited for the procurement of silent type DG set from manufacturer on F.O.R. basis at various reduction centers of RSGSM up to 6.00 pm on 21.01.2021 as listed below: -

S N	Name of article	Specifications	Quantity	Bid Security	Validity period of bids	Place of delivery
1	Silent Type DG Set 75 KVA with 2 yr. CAMC	As given in bid document	2 no's	Bid security declaration required	90 days	a) Udaipur b) Bikaner
2	Silent Type DG Set 125 KVA with 2 yr. CAMC		4 no's			a) Jhotwara b) Bharatpur c) Mandore d) Hanumangarh

2. Bidding document can be seen at website <http://www.rajexcise.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. **Due to Corona pandemic, bidders may also pay the fee online before the due date and upload the details online:**

- 1) Online payment towards bid fee, processing fee 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 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:	BARBOINDBAI

- 2) The affidavits and other documents which are to be submitted on non-judicial stamp papers may be also submitted on letter heads of the bidder firm and the stamp duty towards these affidavits/ documents may be attached with them by uploading the e-challans of the stamp fee of the requisite amount deposited online on e-GRAS portal of Rajasthan Government in the following budget head:

Non- judicial stamp paper/ notarial:	0030-02-102-02-00 (Income from sale of other non-judicial stamps)
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Rajasthan State Ganganagar Sugar Mills Limited

Please attach separate e-challan for each affidavit and mention the NIB number in the remarks column of the challan.

4. ई-बिड प्रस्तुतीकरण के लिये बिडर्स हेतु निर्देश:-

- क बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑन लाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-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 बिडर्स के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
- ख बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
- ग इलेक्ट्रॉनिक बिड प्रपत्र को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्र से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्र के साथ अटैच कर दी गयी है।
- घ कोई भी बिड इलेक्ट्रॉनिक फॉर्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
- ङ बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाइन दर्ज करें।
- च ऑन लाइन 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, ऑनलाइन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्यूरमेन्ट सेल हेल्पडेस्क न. 0141-4022688, ई-मेल: eproc@rajasthan.gov.in वेबसाइट: www.eproc.rajasthan.gov.in से सम्पर्क कर सकते हैं।
- ज बिड में सभी संशोधन बिड जारी करने के उपरान्त eproc.rajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधन/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ बिड शुल्क रु. 2360 मय जीएसटी (RSGSM Ltd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क रु. 1000 (MD, RISL, payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट/बैंकर्स चैक, बोली प्रतिभूति घोषणा एनेक्सर "आई" अनुसार (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) एवं एनेक्सर 'बी' (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक अनिवार्य रूप से क्रय अनुभाग, आरएसजीएसएम, सहकार भवन में जमा कराना होगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।
- ञ बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहर कर ऑनलाइन वेबसाइट 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)

Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006
Tel. No. : 0141-2740841 Fax : 0141-2740676 Email ID : dgmpurchase.rsgsm@rajasthan.gov.in

E-BID SHORT NOTICE

NIB. NO. RSGSM/DGSET/RC/2020-21/Pur/43

Dated 04.01.2021

Bids for silent type 75/125 KVA DG set are invited from interested bidders up to 6.00 p.m. of 21.01.2021. 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://rajexcise.gov.in/>, departmental website.

UBN:

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Limited

Instructions to Bidders:		
1.	Nib no.	RSGSM/DGSET/RC/2020-21/Pur/43
2.	Procuring entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement	Silent Type 75/125 KVA 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.
	(li) e - bid processing fees	Rs. 1000/- by way of demand draft/banker's cheque/online in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5.	Procuring entity's address (for clarification purposes only)	Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email Id : dgmpurchase.rsgsm@rajasthan.gov.in
6.	The pre-bid meeting	On 11.01.2021 at 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 in technical bid check list
9.	Bid validity period	90 days from the opening of technical bids
10.	Bid security	Bid security declaration as per annexure 'I' (on non-judicial stamp paper duly notarized) and should reach at Head office, Jaipur up to 6.00 PM on 21.01.2021.
11.	Valid authorization for authorized signatory of bid documents	Power of attorney/ board resolution/letter of authorization under signature of competent authority on the Letter Head of the company/firm.
12.	Downloading of bids	From Rajasthan Government's portal www.eproc.rajasthan.gov.in up to 6.00 p.m. on 21.01.2021
13.	Submission of bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in Up to 6.00 p.m. on 21.01.2021 . Electronic submission of bid is mandatory. Bids received after the specified time and date shall not be accepted.
14.	Opening of bids (a) Technical bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006 at 03.00 p.m. on 22.01.2021 (on Rajasthan Government's portal

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		www.eproc.rajasthan.gov.in)
	(B) Financial bid	To be intimated through eproc.rajasthan.gov.in automated messaging system
15.	Execution of agreement	Within 15 days from the date of issue of letter of acceptance (LoA).
16.	Work performance security	2.5% of value of ordered quantity within 15 days from the date of issue of letter of acceptance (LoA)/ at the time of execution of agreement.
17.	<i>Appellate authority</i>	First: Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur. Second: Any two Directors appointed by the Board of Directors of RSGSM, RSGSM (HO), Jaipur.

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

Name of firm/company/individual : _____

Office address (with PIN code) : _____

: _____

: _____

Factory address (with PIN code) : _____

: _____

: _____

Telephone Nos. : _____

Office : _____

Residence : _____

Factory : _____

Fax (with STD code) : _____

E- Mail ID : _____

Rajasthan State Ganganagar Sugar Mills Limited

Mobile : _____

Website if any : _____

Statutory Details

GSTN : _____

PAN : _____

Bid processing Fee DD/BC No./online & amount : _____

Bid fee DD/BC No./online & amount : _____

Bid security declaration : _____

Details of bank account of the bidder

Bank name and branch address : _____

Bank account no : _____

Bank IFSC/MICR code : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: _____

Place: _____

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

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

Rajasthan State Ganganagar Sugar Mills Limited

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

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 in no's	Estimated cost	Place of delivery	Specifications
1	Silent Type DG Set 75 KVA with 2 years CAMC	2	₹ 14.00 lacs	a) Udaipur b) Bikaner	Annexure "H"
2	Silent Type DG Set 125 KVA with 2 years CAMC	4	₹ 34.80 lacs	a) Jhotwara b) Bharatpur c) Mandore d) Hanumangarh	

2. Bid Security: Total bid cost has been estimated ₹ 48.80 Lakhs. Intending bidder interested in subject matter of procurement then such bidder shall have to submit bid security declaration on non-judicial stamp paper duly notarized as per annexure "I".
3. Supplier should be a manufacturing company/firm.
4. The Bidder would necessarily enclose copy of permanent registration as msme unit from the competent authority if they want 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 period shall be quoted separately in Financial Bid.
7. **Evaluation:** - The bids will be technically and financially evaluated. In Evaluation the rate of 75/125 KVA 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 for DG set:** -
 - a) 80% payment of DG set shall be made from head office on receipt and successful installation and tasting of 75/125 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 20% payment and performance security deposit 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.

01. Payment for CAMC period: -

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- a) The payment of CAMC shall be made on yearly basis on production of satisfactory performance of machine during the quarter after statutory deduction to made at source if any.
9. **Scope of Work:** The successful bidder shall erect DG set 75/125 KVA as per specifications given in the bid document. The supplier shall be liable to erect DG set 75/125 KVA and transport it to concerning reduction centers. The installation of DG set 75/125 KVA shall also be carried out by successful bidder, which include unloading of the DG Set 75/125 KVA from vehicle. The successful bidder may inspect site in advance at their own cost before delivery of DG set 75/125 KVA and may inform RSGSM well in time if any specific civil work, electric work, specific quality of gum and specific paper quality of label, are required.
10. **Inspection:** The successful bidder shall inform us as soon as DG Set 75/125 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 75/125 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 75/125 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 bid document.
11. **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.
12. Bidder shall ensure as per the given specification.
13. **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
14. 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.
15. 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.
16. bidder who qualifies in technical bid, the financial bid would only be opened later on the date to be intimated by RSGSM.
17. The supplier should supply all the DG set within 45 days of purchase order.
18. No counter condition shall be accepted
19. 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

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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 etc after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.

20. 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।
21. 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
22. 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.

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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. **Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken.**
 - ii. 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.
 - iii. 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.

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- iv. Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 to 31.03.2021, the bid security shall be taken as under: -
 - (a) 1% or as specified by the State Government of the estimated value of subject matter of procurement put to bid, in case of open competitive bidding, two-stage bidding, rate contract or electronic reverse auction;
 - (b) 0.25% of the quantity offered for supply, in case of Small-Scale Industries of Rajasthan; and
 - (c) 0.5% of the value of bid, in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction.]
- v. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- vi. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- vii. 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.
- viii. 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.
- ix. 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.
- x. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security.
- xi. 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.
- xii. 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.
- xiii. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-

Rajasthan State Ganganagar Sugar Mills Limited

- 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) Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 to 31.03.2021, the performance security shall be taken as under:-
 - (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 5% of the amount of work order, in case of procurement of works;
 - (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small-Scale Industries of Rajasthan; and
 - (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR).
- d) 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 bank shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of RTPP Rules 2013 for bid security;
 - iii) Performance security deposit shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the director in charge in this regard shall be final. No interest shall be paid on such deposit. Adjustment of balance of previous performance security against past bids, if any, will not be allowed.

10. Execution of agreement-

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

11. Bid shall be valid

- 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.

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- (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.

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19. If the bidder resiles from his offer or offers new terms after opening of the bid, then bidder will be 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.

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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 (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 MSME Industries along with filled for which MSME certificated held) (Enclose copy of permanent MSME 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)	
10	Latest GST challan/return (Enclose payment copy of latest challan of last quarter)	
11	Income tax permanent account no. (Enclose copy of PAN)	
12	Bid security declaration as per annexure "I" (On Rs 100/- non judicial stamp paper duly notarized)	
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	List of buyers who have purchase DG Set 75/125 KVA during last three years.	
17	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.

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

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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Rajasthan State Ganganagar Sugar Mills Limited

FORM No. 1

[See rule 83]

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

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Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring entity's right to vary quantities

- i. 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.

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Annexure 'E'

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

Manufacturers authorization

NIB. NO. RSGSM/DGSET/RC/2020-21/Pur/43

Dated: 04.01.2021

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 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 : _____

Signed _____

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

Tel: _____ fax: _____ e-mail _____

Date _____

Rajasthan State Ganganagar Sugar Mills Limited

Annexure 'F'

Technical Bid Submission Sheet

NIB No. RSGSM/DGSET/RC/2020-21/Pur/43

Dated 04.01.2021

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 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: _____

Rajasthan State Ganganagar Sugar Mills Limited

Annexure 'G'
SR FORM-17

AGREEMENT (See Rule 68)

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

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

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

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

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

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

4. Now these Presents witness:

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

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

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

(4)

(a) The RSGSM do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSGSM will through_____ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of Payment will be as specified below:-

1. _____
2. _____
3. _____

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

a) w.e.f. date of execution of agreement i.e. to up to 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. No.	Items Quantity	Delivery period
a)	Delay up to one fourth period of the prescribed delivery period.	2½% + 18% GST
b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5% + 18% GST
c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7½% + 18% GST
d)	Delay exceeding three fourth of the prescribed delivery period.	10% + 18% GST

Note :

- (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (ii) The maximum amount of agreed liquidated damages shall be 10% + 18% GST
- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply

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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 of201.....

**Signature of the
approved supplier.**

Date:

Witness No. 1

Witness No.2

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

Dy. General Manager (Purchase)

Date:

Witness No. 1

Witness No.2

Annex-2

1. **SPECIFICATIONS FOR Silent Type 75/125 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 conforming 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 gauge 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

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- (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 conform 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 below:-
 - i. **Plat Form:-** A approximate plat form of 14'x6'x2' with plane flooring.
 - 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.
 - iii. **Cable :-** 3.5/4 core aluminum armored cable of 125 sqmm for 125KVA DG set & 80 Sq. mm for 75 KVA DG set and approximate cable required is 25m to 30m. For each DG set.
 - iv. **Change Over Switch :-** One change over switch of 250 amp four pole of standard ISI com. For 125 KVA DG set and for 75 KVA DG set 200Amp four pole of standard ISI com change over switch required for each DG set

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

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± 0.5:1

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Fuel Tank Capacity approx. Ltr	230
Coolant Capacity approx Ltr.	20
Lube oil Capacity	17.5
DG weight approx.	1874 kg
Performance	
With fan, KW(hp) at:	KW HP
Prime Power	116 155.5
Max stand by Power	127.6 171.11
Fuel System	
Fuel Consumption at prime mover	g/KWH Lit/Hr
75 %	223 21.6
Governing	Electronic-A0 class
Oil Change period	600 Hours or 1 year or which ever is earlier
Starting system/battery	12V/90 AH
Safety Protection	
Safety protection IIWT	Yes
Safety protection for low lube oil pressure trip	Yes
Safety protection for overspeed trip	Yes
Safety protection for low fuel level	Yes
DG size	
Length (mm)	3100
Width (mm)	1300
Height including base (mm)	1700

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± 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

- Net power at flywheel, Fan deducted. The engine power output are data supplied by the manufacturer.
- 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

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(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. **Starting System/Battery**
 - a. Electric starter
 - b. Battery 12 V/90Ah

(D) SYNCHRONOUS GENERATOR*

Nominal Power	KVA	125
Brand	STAMFORD / KIRLOSKAR	
Poles	N ^o	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.

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b. Autonomy: Minimum 8 hours operations of capacity 170 Liters.

(G) GENERATING SET PROTECTIONS

- Low oil pressure (shutdown)
- High engine temperature (shutdown)
- 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

- 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.
- Canopy is provided with suitable doors for the usual engine maintenance. Silencer for air outlet is applied on canopy.
- Canopy is fixed to the basement of genset in a single structure.
- 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 (125KVA)

Soundproof version in canopy:

Length	M	3100
Width	M	1300
Height	M	1700

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Dry weight (with standard accessories)	K	1874 kg
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(L) Detailed technical Specification for 75 KVA DG set

Technical Data		75 KVA@1500 RPM	
No. of Cylinders and configuration		In-line 4	
Method of operation		4-stroke	
Rated Current Amp.		114.78	
Bore , mm(in)		104 (4.094)	
Stroke,mm(in)		113 (4.448)	
Displacement ,Ltrs		3.84	
Compression Ratio		16.5± 0.5:1	
Fuel Tank Capacity approx. Ltr		170	
Coolant Capacity approx Ltr.		15.5	
Lube oil Capacity		8.5	
DG weight approx.		1410 kg	
Performance			
With fan, KW(hp) at:	KW	HP	
Prime Power	78	104.56	
Max stand by Power	85.83	115.1	
Fuel System			
Fuel Consumption at prime mover	g/KWH	Lit/Hr	
75 %	223	13.6	
Governing		Electronic-A0 class	
Oil Change period		600 Hours or 1 year or which ever is earlier	
Starting system/battery		12V/90 AH	
Safety Protection			
Safety protection HWT		Yes	
Safety protection for low lube oil pressure trip		Yes	
Safety protection for overspeed trip		Yes	
Safety protection for low fuel level		Yes	
DG size			
Length (mm)		2800	
Width (mm)		1200	
Height including base (mm)		1650	

(M) DIMENSIONS & WEIGHT (75KVA)

Soundproof version in canopy:

Length	M	2800
Width	M	1200
Height	M	1650

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Dry weight (with standard accessories)	K	1410 kg
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(N) DOCUMENTATION

Full set of engine, alternator and Genset maintenance manuals as well as electric wiring diagrams. Testing certificate is available upon request.

(O) 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

- 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:-

- Noise from DG set shall be controlled by providing an acoustic enclosure or by treating the room acoustically, at the users end.

- 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.

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- 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.
- 3.0 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


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- 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.



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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.

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.


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4.

(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.**

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Annexure 'I'

(on rupees 100 non-judicial stamp duly notarized)

Form of Bid-Securing Declaration

Date :
Bid No. :
Alternative No. :

To :

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed : _____

Name : _____

In the capacity of : _____

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

Dated on day of
Corporate Seal _____

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]