



# **Rajasthan State Ganganagar Sugar Mills Limited**

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

**Jaipur - 302006 –Rajasthan**

**Fax. No. 0141-2740676 Website: [www.rajexcise.gov.in](http://www.rajexcise.gov.in)**

## **Notice Inviting e-Bid**

### **BID INVITED FOR PROCUREMENT OF VARIOUS LAB EQUIPMENT**

## **Two Part Online Bid (Single Stage) Part I TECHNICAL BID**

(To be submitted duly filled and signed along with the Bid)

**NIB. NO. RSGSM/LAB EQUIPMENT/OCB/2018-19/ PUR/11**

**DATED 12.09.2018**

<b>Pre-Bid Meeting</b>	<b>:</b>	<b>On 17.09.2018 at 11.00 AM</b>
<b>Date/ Time of Starting Online Bid Submission</b>		<b>From 18.09.2018 at 11.00 AM</b>
<b>Last Date/ Time of Download of Bid Form</b>	<b>:</b>	<b>Till 24.09.2018 Up To 6.00 PM</b>
<b>Last Date/ Time of Upload of the Bid</b>	<b>:</b>	<b>Till 24.09.2018 Up To 6.00 PM</b>
<b>Date and Time of Opening of the Bid</b>	<b>:</b>	<b>On 25.09.2018 At 11.30 AM</b>
<b>Date and Time of Opening Of The Financial Bid</b>	<b>:</b>	<b>To Be Intimated Through Eproc Automated Messaging System</b>
<b>Price of Bid Documents</b>	<b>:</b>	<b>Rs. 1180/- Including GST</b>
<b>Price of E- Bidding Process Fee</b>	<b>:</b>	<b>Rs. 1000/-</b>

# Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006  
Tel.: 0141-2740841 Fax: 0141-2740676 Email Id: purchasersgsm@gmail.com

## NOTICE INVITING BIDS

NIB. NO. RSGSM/Lab Equipment/OCB/2018-19/ Pur/11

Dated 12.09.2018

1. Two part online single stage unconditional bids are invited for the procurement of Various Lab Equipments from Manufacturer/Authorized Distributor/ Bona-fide Dealer on F.O.R. basis at Reduction Centers, Jhotwara (Jaipur) of Rajasthan State Ganganagar Sugar Mills Limited Up to 6.00 PM on 24.09.2018 as listed below-

SN	Name of Article	Specifications	Quantity	Amount of Bid Security (in Rs.)	Validity period of Bids	Place of Delivery and Delivery Period
1	Various Lab Equipment along with CAMC	As given in Bid document	1 each	2% of Estimated Value of items	90 days	Jhotwara (within 30 days from date of Agreement)

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

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

- अ. बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट [eproc.rajasthan.gov.in](http://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 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 है।
- ब. बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
- स. इलेक्ट्रॉनिक बिड प्रपत्रों को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्रों के साथ अटैच कर दी गयी है।
- द. कोई भी बिड इलेक्ट्रॉनिकी फॉर्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
- य. बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।
- र. ऑन लाईन बिड भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप बिड प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।
- ल. बिडर, यदि आवश्यक हो तो, ऑनलाईन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्युरमेंट सेल हेल्पडेस्क न. 0141-4022688, ई-मेल: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) वेबसाइट: [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) से सम्पर्क कर सकते हैं।

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- व. बिड में सभी संशोधन बिड जारी करने के उपरान्त [eproc.rajasthan.gov.in](http://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।
- ज. केवल बिड दस्तावेज शुल्क, बिड प्रसंस्करण शुल्क, बोली प्रतिभूति राशि के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं बिड दस्तावेज में चाहे गये मूल शपथ पत्र बिड प्रस्तुत करने की अन्तिम दिनांक एवं समय से पूर्व आरएसजीएसएम, मुख्यालय, जयपुर में ऑफलाईन प्रस्तुत किया जाना आवश्यक है। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे। साथ ही 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 मोहरबंद कर ऑनलाईन वेबसाइट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को 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 purchasersgsm@gmail.com**

**NIB. NO. RSGSM/Lab Equipment/OCB/2018-19/ Pur/11**

**Dated 12.09.2018**

## **Notice Inviting E-Bid**

E-bids are invited from Manufacturer/Authorized Distributor/ Bona-fide Dealer of various lab equipment along with came up to 6.00 pm on 24.09.2018. Details may be seen in the Bidding Document on our website <http://rajexcise.gov.in/> <http://sppp.rajasthan.gov.in>. This bid shall be processed through e-procurement portal <http://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Further updates about the bidding will be available only on <http://eproc.rajasthan.gov.in> therefore interested bidders are advised to visit above website regularly for updates.

**Dy. General Manager (Purchase)**

# Rajasthan State Ganganagar Sugar Mills Limited

<b><u>Instructions to bidders:</u></b>		
1.	NIB No.	RSGSM/Lab Equipment/OCB/2018-19/ Pur/11
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement	Various Lab Equipment
4.	(i) The price of the Bidding Document	Rs. <b>1180/- Including GST</b> by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited Payable at Jaipur.
	(ii) e - bid Processing Fees	Rs. 1000/- by way of Demand Draft/Banker's Cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5.	Procuring Entity's address (For <b>clarification purposes</b> only)	Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email ID : purchasersgsm@gmail.com
6.	The Pre-Bid Meeting	On 17.09.2018 at 11.00 AM
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 dead line for submission of Bids
10.	Bid Security	(a) Either Bid Security Declaration shall be required. (b) Or the amount of Bid Security shall be 2 % of Estimated value of <b>offered</b> equipments through Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Jaipur, should reach at Head office, Jaipur up to 6.00 PM on 24.09.2018.
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 <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> up to 6.00 PM on 24.09.2018
13.	Submission of Bids	On Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> Up to 6.00 PM on 24.09.2018.

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		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 11.30 AM on 25.09.2018 (on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )
	(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 equipments Within 15 days from the date of issue of letter of acceptance (LOA)/ at the time of execution of agreement.
17.	Appellate Authority	First: Board of Directors, RSGSM Ltd., Jaipur Second: Add. Chief Secretary, Finance Department, Sectt., 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 thereof. Details of the bidding firm/company are as below:

Name of Firm/Company/Individual: \_\_\_\_\_

Office Address (with pin code) : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Factory Address (with pin code) : \_\_\_\_\_  
 \_\_\_\_\_

Telephone Nos. : \_\_\_\_\_

Office: \_\_\_\_\_

# Rajasthan State Ganganagar Sugar Mills Limited

Residence: \_\_\_\_\_

Factory: \_\_\_\_\_

Fax (with STD code) : \_\_\_\_\_

E- Mail ID: \_\_\_\_\_

Mobile: \_\_\_\_\_

Website if any \_\_\_\_\_

## Statuary Details

GSTIN: \_\_\_\_\_

PAN: \_\_\_\_\_

Bid Processing Fee DD/BC No. & Amount: \_\_\_\_\_

Bid Fee DD/BC No. & Amount: \_\_\_\_\_

Bid Security DD/BC No. & Amount: \_\_\_\_\_

Details of Bank Account of the Bidder \_\_\_\_\_

Bank Name and branch address: \_\_\_\_\_

Bank Account No: \_\_\_\_\_

Bank IFSC/MICR Code: \_\_\_\_\_

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

# Rajasthan State Ganganagar Sugar Mills Limited

4<sup>th</sup> Floor, Bhawani Singh Road, Nehru Sahkar Bhawan, Jaipur – 302006

## Special Terms and Conditions

**Important Instructions:-** The Law relating to procurement "The Rajasthan Transparency in Public procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.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/Rules and this Bidding Document, the provisions of the Act/Rules shall prevail.

### 1. Equipment To Be Procured with Estimated cost & Bid Security:

SN	Instrument	Quantity	Estimated Cost	Bid Security	Technical Specification
1.	Density Meter	1	1600000	32000	Annexure "H"
2.	Gas Chromatography	1	2500000	50000	Annexure "I"
3.	Top Load Tester	1	400000	8000	Annexure "J"
4.	Transparency Tester	1	500000	10000	Annexure "K"
5.	P.P. Seal Hardness Tester	1	700000	14000	Annexure "L"
6.	Spectrophotometer	1	600000	12000	Annexure "M"
7.	G.S.M Tester	1	60000	1200	Annexure "N"
8.	Online Strength Monitor	1	1500000	30000	Annexure "O"
9.	Viscometer	1	660000	13200	Annexure "P"
<b>Total</b>			<b>8520000</b>	<b>170400</b>	

- Supplier should be a Manufacturer/Authorized Distributor/ Bona-fide Dealer company/firm.
- The Bidder would necessarily enclose copy of permanent registration as SSI/MSME Unit from the competent authority; if he/she wants to concession in bid security/ performance security and procurement preference.
- Rate** -Single Rates should be quoted in financial bid (Online) on F.O.R. basis for reduction centre Jhotwara (Jaipur) of RSGSM Ltd inclusive of at least one year guarantee/ warrantee. Rate for Comprehensive Annual Maintenance Contract for a period of three years followed by one year guarantee/ warrantee shall be quoted separately in Financial Bid.
- Evaluation - The bids will be evaluated technically and financially separately. The Bidder will provide complete documents and information as per Check-list (Technical Bid). During financial evaluation, rate of Lab Equipments along with Compressive Annual Maintenance Contract cost shall be taken together for determination of L1.



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6. **Delivery Period:** Successful Bidder shall have to make delivery of ordered lab equipments within 30 days from date of execution of agreement.
7. **Payment**
  - a) 85% payment shall be made from head office on receipt, installation and commissioning of equipments successfully. A committee shall be constituted by HOD (HQ) for this purpose.
  - b) Balance 15% payment shall be made after one year from date of commissioning of such equipment subject to its successful performance during this period.
  - c) Performance security deposit shall be released after completion of one year guarantee/ warranty period and three years CAMC period i.e. after 4 years.
8. **Scope of Work** The successful bidder shall deliver lab equipments strictly as per specifications given in the bid document. The bidder shall be liable to install all lab equipments at reduction center Jhotwara (Jaipur) which include unloading of the lab equipments properly and safely. The successful bidder may inspect site in advance at their own cost before delivery of lab equipments and may inform us if any specific civil work, electric work are required.
9. **Inspection:** The successful bidder shall inform us as soon as lab equipments as per specification are ready for dispatch. RSGSM may depute their technical officer to inspect and examine the lab equipments.
10. **Warranty and Compressive Annual Maintenance Contract:** The bidder shall provide a guarantee / warranty of one year from the date of commissioning and shall abide for CAMC (including all the spare parts, service, and programming) for a period of **three years after the expiry of guarantee /warranty period of one year**. In case any fault, it shall be the obligation of the bidder to keep the lab equipments in the running position during entire guarantee/ warrantee or CAMC period at its own cost and shall have to attend the equipment within 48 hours from intimation of fault or otherwise a penalty @ Rs. 1000/- per day shall be charged up to 7 days and then after a penalty @ Rs. 5000 per day shall be charged and action as per provision of agreement/ condition of contract shall be taken.
11. उपापन योग्य सामग्री की विवरणात्मक मात्रा के आधार पर बिड की कुल अनुमानित लागत रुपये 85.20 लाख का आकलन किया गया है, जिसके आधार पर उपापन योग्य सभी लैब उपकरणों के लिये / 2 प्रतिशत के आधार पर बोली प्रतिभूति राशि रुपये 170400 बनती है। बिडर जिन विशिष्ट लैब उपकरणों के लिये बिड प्रस्तुत करना चाहते हैं, उन्हें ऐसे लैब उपकरणों के लिये दर्शाई गई अनुमानित लागत के योग के 2 प्रतिशत की दर से बोली प्रतिभूति राशि (Bid Security) जमा कराई जानी है। उक्तानुसार जमा योग्य बोली प्रतिभूति राशि के भिन्न होने की स्थिति में भी बिड के ऑन-लाईन स्वीकार होने के लिये बोली प्रतिभूति राशि के कॉलम में कुल बोली प्रतिभूति राशि रुपये 170400 वर्णित करें तथा उक्तानुसार गणना करते हुये बिड शर्तों में वर्णित अनुसार वास्तविक बोली प्रतिभूति राशि का डी.डी./बी.सी./बैंक गारन्टी की स्कैन प्रति बिड प्रपत्र के साथ संलग्न करें। इसी भांति विचाराधीन बिड में कार्य सम्पादन प्रतिभूति राशि आदेशित मात्रा/मूल्य के 5 प्रतिशत की दर से जमा करानी होगी।
12. No counter condition shall be accepted.
13. Bidder shall have to submit list of any 2 buyers whom the offered lab equipment has been sold in past.
14. Please read carefully and comply -
  - Annexure A** Compliance with the Code of Integrity and No Conflict of Interest
  - Annexure B** Declaration by Bidders regarding Qualifications
  - Annexure C** Grievance Redressal during Procurement Process

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## Annexure D Additional Conditions of Contract

15. Technical bid shall be uploaded along with the following documents –
  - a. Part I Technical Bid
    - i. Scanned copy of Bid Document,
    - ii. Scanned copy of D.D. of Bid Security, Bid Processing fees (Rs. 1000/-) , Bid Document fee (Rs. 1180/- including GST),
    - iii. Attested copy of documents mentioned in Technical Bid Check List.
  - b. Part II Financial Bid
    - i. BOQ
16. **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 etc after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.
17. Equipment's offered should be having CE (Certificate Estabilization).

# **Rajasthan State Ganganagar Sugar Mills Limited**

## **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 he 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. 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, prevalent in the Rajasthan state 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, his 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 along with an undertaking on Rs. 100/- non judicial stamp paper duly notarized for acceptance of all the terms and conditions of the bid document as per annexure B. In absence of this bid shall not be considered.
8. **Bid security.-**

# **Rajasthan State Ganganagar Sugar Mills Limited**

- i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government 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 or a bid securing declaration 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 re-invited.
- v. The bid security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- vi. The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- vii. 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.

# **Rajasthan State Ganganagar Sugar Mills Limited**

- viii. 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.
- ix. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- x. 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.
- xi. 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.
- xii. 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

# **Rajasthan State Ganganagar Sugar Mills Limited**

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 bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of RTPP Rules 2013 for bid security;
  - iii) Performance Security Deposit shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the Director In charge in this regard shall be final. No Interest shall be paid on such deposit. Adjustment of balance of previous performance security against past bids, if any, will not be allowed.

## **10. Execution of agreement-**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and these rules. The

# **Rajasthan State Ganganagar Sugar Mills Limited**

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 subject to maximum 15000/- at its cost.

## **11. Bid shall be valid:**

- a. 90 days from the dead line for submission of Bids.
- 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

# **Rajasthan State Ganganagar Sugar Mills Limited**

of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without charging any liquidated damages. His decision shall be final regarding the sufficiency or otherwise for extension of time.

- (ii) If the Bidder fails to execute the order/contract within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion 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.



# **Rajasthan State Ganganagar Sugar Mills Limited**

- (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. When the Performance security in full or in part is proposed to be forfeited with 18% GST, a notice will be given to the bidder to explain within 7 days as to why the security money should not be forfeited with 18% GST for failure in completing the supply in time.
17. 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.
18. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
19. 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 place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
20. If the bidder resiles from his offer or offers new terms after opening of the bid, his Bid Security is liable to be forfeited with 18% GST.
21. **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.
22. 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.
23. 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

# **Rajasthan State Ganganagar Sugar Mills Limited**

(ii) the financial bid containing financial aspects including the price.

24. 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.

# Rajasthan State Ganganagar Sugar Mills Limited

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

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

(Information to be provided along with the Bid Documents & requisite bid security. Without bid security the bid shall not be considered for evaluation)

01.	<b>Name of the Manufacturer/Authorized Distributor/ Bona-fide Dealer</b>	
02.	<b>Name of the Owner</b> (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)	
03.	<b>Address-</b> <b>1. Office Address, Phone No, Fax No, Email</b>  <b>2. Factory Address Phone No, Fax No, Email</b>	
04.	<b>Manufacturer/Authorized Distributor/ Bona-fide Dealer</b> (Enclose certified copy of certificate of the same)	
05.	<b>Whether OEM/ Authorized Distributor/ Bona-fide Dealer Bidder certificate of the Manufacturer Company enclosed</b> (To be necessarily submitted if required.)	
06.	<b>GSTIN</b> (Registration with the Sales Tax Department) (Enclose Copy of Certificates of GSTIN)	
07.	<b>Income Tax Permanent Account No.</b> (Enclose copy of PAN No.)	
08.	<b>BID SECURITY Submitted</b> (Mention Details of DD)	<b>Bid amount Rs.</b> <b>DD No. _____ Dated _____</b>
09.	<b>Affidavit as per Tender Condition no. 7 of General terms and conditions</b> (On Rs 100/- non judicial stamp Paper duly Notarized)	
10.	<b>List of any 2 buyers whom the offered lab equipment has been sold in past.</b> (Enclose copy of bills)	

# **Rajasthan State Ganganagar Sugar Mills Limited**

**Annexure A**

## **Rajasthan State Ganganagar Sugar Mills Ltd.**

### **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 anticompetitive 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 the 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

## **Rajasthan State Ganganagar Sugar Mills Limited**

- (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 proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

# Rajasthan State Ganganagar Sugar Mills Limited

**Annexure B**

## **Declaration by the Bidder**

(To be submitted on non-judicial stamp paper of Rs. 100/-)

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:

- 01.I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring Entity;
- 02.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;
- 03.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;
- 04.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 qualification to enter into a procurement contract within a period of three year preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding.
- 05.I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially effects fair competition;

Date :

Signature of bidder

Place:

Name

Designation

Address

# Rajasthan State Ganganagar Sugar Mills Limited

**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 have 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 of it 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 case**

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 negotiation;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality

### **(5) Form of appeal**

# **Rajasthan State Ganganagar Sugar Mills Limited**

- (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 authorized 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 of 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 of 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.



# Rajasthan State Ganganagar Sugar Mills Limited

Annexure D

## Additional Conditions of Contract

### 1. Correction of arithmetical errors

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

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

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

### 2. Procuring Entity's Right to Vary Quantities

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

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

Dividing quantities among more than one bidder at the time of award- As a general rule all the quantities of the subject matter of procurement shall be procured from the

## **Rajasthan State Ganganagar Sugar Mills Limited**

bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.

# Rajasthan State Ganganagar Sugar Mills Limited

Annexure 'E'

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

## Authorization

NIB. NO. RSGSM/Lab Equipment/OCB/2018-19/ Pur/11

Dated 12.09.2018

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

## WHEREAS

We, who are official Manufacturer/Authorized Distributor/ Bona-fide Dealer of .....  
(Subject Matter of Procurement) having factories/works at \_\_\_\_\_ do hereby authorize  
\_\_\_\_\_ to submit a Bid in relation to the Invitation for Bids indicated above,  
the purpose of which is to provide \_\_\_\_\_ by us \_\_\_\_\_ and to  
subsequently negotiate and sign the Contract.

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

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Authorization for and on behalf of \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_

Date \_\_\_\_\_

(Shall be submitted along with the Bid Security )

# Rajasthan State Ganganagar Sugar Mills Limited

**Annexure 'F'**

## **Technical Bid Submission Sheet**

NIB. NO. RSGSM/Lab Equipment/OCB/2018-19/ Pur/11

Dated 12.09.2018

To,  
The DGM Purchase  
RSGSM Ltd.

Jaipur

We, the undersigned, declare that

- (a) We have examined and have no reservations to the Bidding Document. We offer to supply in conformity with the Bidding Document and in accordance with the supply schedule given from time to time for supply of corrugated boxes for Glass Nips
- (b) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (c) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the Contract Price or Performance Security Declaration for the due performance of the Contract.
- (d) Our firm, for any part of the Contract, have nationalities from the eligible countries
- (e) We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- (f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity.
- (g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid That you may receive;
- (i) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
- (j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;

Name/ address \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_

(Shall be submitted along with the Bid Security )

# Rajasthan State Ganganagar Sugar Mills Limited

Annexure 'G'  
**SR FORM-17**

## **AGREEMENT (See Rule 68)**

An agreement made this ..... day of ..... between ..... (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.

# Rajasthan State Ganganagar Sugar Mills Limited

- (2) The conditions of the tender and contract for open tender enclosed to the tender notice No -----and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (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:-
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
<b>a)</b>	Delay upto one fourth period of the prescribed delivery period.	2½% + 18% GST
<b>b)</b>	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5% + 18% GST
<b>c)</b>	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7½% + 18% GST
<b>d)</b>	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.

# **Rajasthan State Ganganagar Sugar Mills Limited**

(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 hinderences, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hinderence 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 hinderences 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 .....201.....

**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

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

# **Rajasthan State Ganganagar Sugar Mills Limited**

**Annexure "H"**

## **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD. JAIPUR**

### **Detailed Specification of Density Meter with Autosampler**

**Equipment should be of renowned/reputed make e.g. Anton Paar, Mettler Toledo, Rudolph Research Analytical etc.**

- Automatic Density Meter should determine the density and Specific Gravity of liquid sample by Oscillating U-tube Method.
- The temperature of the sample should automatically be maintained at 20°C by built-in Peltier thermostat. Temperature measuring range from 15 to 60 °C and accuracy: 0.05°C
- Density measuring accuracy should be +/-: 0.0001 g/cm<sup>3</sup> and Density Measuring Range Should be 0 to 3 g/cm<sup>3</sup>, Repeatability: 0.00005 g/cm<sup>3</sup>,
- System should have features to check filling process and have full range of viscosity correction, compatible with low and high viscous sample.
- Instrument should have integrated temperature and humidity sensor for condition monitoring and should have built in pressure sensor for adjustments.
- System should be upgradable for determining alcohol concentration directly in sugar based liquor, Vodka, Rum, Tequila, Beer, Wine and spirits without need for distillation.
- Alcohol measurement accuracy, 0.05 % v/v.
- Instrument should have facility to send notification automatically when a service interval, check interval or audit trail interval is due.
- Instrument should be equipped with USB, Ethernet, RS-232 interfaces.
- Instrument should be upgradable to measurement turbidity, pH and Color in one measuring cycle directly out of bottle.
- Easy-to-use data processing software: Microsoft Excel add-in for reading out measurement data should be part of the standard supply.
- System should be equipped with pre-installed built-in peristaltic pump with single sample filling unit.
- The display should be 7.0" touch screen that uses projected capacitive technology (PCT/PCAP).
- Instrument should automatically detect filling errors or gas bubbles in the filled in sample without need for manual check. It should alert the operator of potential measurement deviations and document the incident.
- The picture of entire U-tube with filled in sample should get stored in the memory for later review and verification. This picture should be printed directly onto the every measurement report.



### **Detail Specifications of Gas Chromatography System With Head Space Sampler For Alcohol Analysis**

Equipment should be of renowned/reputed make e.g. Agilent Technologies, Thermo Scientific, Shimadzu etc.

Computer Controlled Gas Chromatography System with following specifications:

The Gas Chromatograph should be upgradable to Mass Spectroscopy (Single Quadruple/triple Quadruple) and Electron Capture Detector in future.

#### **1. Oven**

The column oven should have an Operating temperature range: ambient +4 °C to 450 °C.

Cool-down time from 450 °C to 50 °C should be less than 4 minutes

#### **2. Oven Ramps/Plateaus Cool down**

- It should have number of ramps/plateaus: minimum 20/21
- The maximum heating rate should be 120 °C/min or more

#### **3. Pneumatic Controls**

The digital carrier gas controller allows operating in constant and programmed flow and pressure modes.

#### **4. Split/Splitless injector with electronic gas controller -1 Nos.**

- The injector should be able to operate with capillary, wide bore and packed columns
- The injector should permits large volume splitless injection (up to 50 microliters ) without requiring pressure pulse to quantitatively recover the whole sample and without any further hardware requirement.
- Maximum Temperature: Minimum 400 °C or more
- Pressure range: Minimum 0-140 psi or more
- Split ratio: Up to 7500: 1 or more

#### **5. Flame Ionization Detector with Electronics Gas Controller – Qty 1**

- Capillary column optimized compatible with 1/8" and 1/16" packed column
- Flameout detection and automatic re-ignition
- Minimum Detectable Level (MDL): < 1.5 pg C/s or better
- Linear dynamic range (LDR): > 10<sup>7</sup> or better
- Temperature: Minimum 450 °C or more

#### **6. GC Analytical Performance**

- The GC should have a Retention Time Repeatability of <0.0008 min
- Typical peak area repeatability: <1.0% relative Standard Deviation (RSD)

#### **7. Columns**

- Capillary column for Alcohol Samples Quantity 2 Nos

#### **8. Headspace Sampler – Quantity 1 Nos**

XYZ (3 Dimension) robotic sample handling apparatus with syring switch concept. The auto sampler must be controlled through LAN/RS232 in remote or suitable technology. The auto sampler control (method, sequences etc.) must be possible within the Chromatography Data System in use, without any external software needed.

**Headspace Sampler:** Head space sampler with minimum **50 vial** capacity or more Vial Volume – 20/22 ml

Syringe Temperature: 50 °C to 150 °C in 1 °C steps

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Incubation Oven Capacity: 6 vials or more

Incubation Oven Temperature Range: 50 °C to 200 °C in 1 °C steps with Agitation

Headspace Crimper & decapper should be quoted.

Offered Head space sampler should be upgradeable to Liquid sampler in future

## 9. Data System Software with Workstation

- It should have a software for controlling GCMSMS, Liquid & Headspace Sampler and acquiring data from Mass and conventional detectors
- Fully automated data acquiring & processing software should be quoted with catalogue number.
- It should have easy automatic method development feature

## 10. Warranty

- 5 Years Warranty

## 11. Consumables

- Graphite/Vespel ferrule for 0.25ID Column Qty 5
- Graphite/Vespel ferrule for 0.32ID Column Qty 5
- Injector Septa – Qty 50
- Capillary Column nut for S/SL Injector – each Qty 5
- Liner for S/SL Injector – each Qty 5
- Liner Sealing Ring for S/SL Injector – each Qty 5
- Syringe 10ul capacity – Qty 2

## 12. Accessories/Necessary parts to install the equipment

- Hydrogen Gas filled cylinder – Qty 1
- Zero Air Gas filled cylinder – Qty 1
- Nitrogen Gas filled cylinder – Qty 1
- Double Stage SS Diaphragm Regulator for Hydrogen, Nitrogen & Zero Air each Qty 1
- Gas Purification Panel for All gases
- 5 KVA online UPS Backup 30min – 230 VAC, 50Hz
- PC & Printer – 1 Each

User List (Minimum of 10 no's in India) with contact details.

5 days application training program at our lab

The supplier should enclose the technical compliance statements against our technical specifications clearly mentioning to each point. The statement should be supported relevant literature/data.

**Offer should indicate all parts with detailed specification and Brand clearly required in our specifications**

# **Rajasthan State Ganganagar Sugar Mills Limited**

**Annexure "J"**

**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD. JAIPUR**

**Detailed Specification of Top Load Tester Digital**

**Equipment should be of renowned/reputed make e.g. Thermo fisher, Mangal Instrumentation, Agilent technology Mettler Toledo Shimadzu etc.**

## **Top Load Tester Digital (100 Kgf) Model No. PTL – 0105:**

This new generation fully automatic motorized top load tester given the compressive buckling load in digital format, the digital display is high and sophisticate read out with auto tare (zero) set facility and peak hold arrangement. The sensor can be calibrated in house.

The bottle/pouch needs to be placed in between the inverted concave jaws for zero slip gripping. The operator switches off the machine on viewing buckling in the PET bottle.

- (i) Capacity :100 kgf
- (ii) Accuracy :+/-1%
- (iii) Speed :10 mm/minute

# **Rajasthan State Ganganagar Sugar Mills Limited**

**Annexure "K"**

## **Detailed Specification of Transparency Tester**

**Equipment should be of renowned/reputed make e.g. Thermo fisher, Mangal Instruments, Agilent Technology, Mettler Toledo & Shimadzu etc.**

### **Transparency Tester:**

- (i) Maximum transparency range -0-100%
- (ii) Least count of the instrument-0.1%
- (iii) Accuracy -  $\pm 2\%$
- (iv) Size of the specimen – 50 mm x 50 mm
- (v) Thickness – the original thickness of the specimen
- (vi) Display – digital (LED)
- (vii) Light Source : Halogen lamp
- (viii) Detector : light sensor
- (ix) Readout – 4 digit
- (x) Operation – light source and detector arrangement

### **Salient Features:**

- (a) Easy quality inspection with digital readout.
- (b) Highly accurate light source and detector.
- (c) Illumination provided by halogen lamp onto the test object.
- (d) Data output in digital form with range 0% to 100%.
- (e) Halogen lamp as light source.
- (f) The equipment is built on a rigid metallic base plate and finished in autumn gray & blue combination painting and bright chrome/zinc plating to give it a corrosion resistant finish.
- (g) The instrument comes complete with instruction manual, conformance certificate traceable to NABL approved labs.

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Annexure "L"

**Detailed Specification of P.P. Seal Hardness Tester**  
**Equipment should be of renowned/reputed make e.g. Thermo Fisher, Mangal Instruments, Lab Sales, Labs India, Presto etc.**

## **P.P. Seal Hardness Tester**

Micro Vickers Hardness Tester (P.P. Seals)

1.	Maximum Test Height	:	115 MM
2.	Throat Of Machine	:	
3.	Test Loads	:	10, 25, 50, 100 Gms. & 200 To 1000 Gms. In Steps Of 100 Gms.
4.	Load Accuracy	:	± 1% Of Nominal Load Value
5.	Type of Indentor	:	Micro Vickers Diamond, Indentor (136° Pyramid)
6.	Magnification – a) Objective Magnification b) Eyepiece Magnification c) Total Magnification	:	10 X, 20 X And 50 X Selectable 12,5 X (Approx) 125x, 250x An 625x
7.	Max. Diagonal Measurement (Field Of View)	:	With 10x Objective – 0.1 Mm With 50x Objective – 0.2 Mm
8.	Least Count of Measurement	:	With 10x Objective – 0.001 Mm With 20x Objective – 0.0005 Mm With 50x Objective – 0.0002 Mm
9.	X – Y Stage (a) Size of Table Top (b) Max. Travel Xx & Yy Axis (c) Least Count Of Measurement	:	100 Mm X 100 Mm 50 Mm each 0.01 Mm
10.	Vertical Positioning of Sample	:	By Raising and Lowering Of Main Screw with Hand wheel Additional Knob provided for Fine Focusing.
11.	Application of Test Load	:	By a Two Position Hand Operated Lever
12.	Removal of Test Load	:	Automatic
13.	Power Supply	:	Single Phase, 230 V, 50 Hz, AC
14.	Power	:	50 Watts
15.	Weight of Machine (Net)	:	110 Kg. (Approx.)
16.	Overall Dimensions of Machine	:	500 L X 500 W X 1450 H (Mm) (Approx). (With Machine Stand)

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Annexure "M"

**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD. JAIPUR**  
**Detailed Specification of UV-Visible Spectrophotometer**  
**Equipment should be of renowned/reputed make e.g. Agilent Technologies,**  
**Thermo Fisher, Shimadzu, Pirkin Elmer etc.**

Optical Design	Double beam optical system with sample and reference detectors
Spectral Bandwidths	Fixed: 1.0 nm
Light Source	Xenon, Tangston and D2 (3 years lifetime guaranteed)
Detector	Dual silicon photodiodes
Resolution (Toluene/Hexane)	Peak/Trough > 1.6 (1.0 n. SBW)
Scan Ordinate Modes	Absorbance, % Transmittance, % Reflectance, Kubelka – Munk, Log (1/R), Log (Abs), Abs * Factor, Intensity (Sample Beam)
Minimum Data Resolution (wavelengths scanning)	0.1 nm
Wavelength	
Range	190 – 1100 nm
Accuracy	± 0.80 nm for 190 to 900 nm ± 0.50 nm (546.11) nm mercury emission line)
Repeatability	< 0.1 nm (standard deviation of 10 measurements)
Scan Speed	< 1 to 6000 nm/min
Slew Speed	31,000 nm/min
Data intervals	10, 5, 2, 1, 0.5, 0.2, and 0.1 nm
Photometric	
Range	>3.5A
Display Range	-0.3 to 4.0A
Accuracy: Instrument	1 A: ± 0.006A 2A: ± 0.010 A Measured at 440 nm using neutral density filters traceable to NIST/NPL
Accuracy: Sealed Standard Solutions	± 0.010 A (60 mg/L K <sub>2</sub> CR <sub>2</sub> O <sub>4</sub> )
Noise	0A: < 0.00015A 1A: < 0.00050A 2A:<0.00080 A Measured at 260 nm, 1.0 nm SBW, RMS
Stability (Drift)	< 0.0005 A/hr. Measured at 500 nm, 1 nm SBW, 1 hour warm-up
Stray Light	198 nm: KCl: ≤ 1%T 220 nm: NaI: ≤0.05%T 340 nm: NANO <sub>2</sub> : ≤ 0.05%T
Baseline flatness	± 0.0010 A Measured at 200 – 800 nm, 1.0 nm SBW, smoothing
Electrical	100 – 240 V, 50 – 60 Hz, selected automatically (150 W

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	maximum)
Accessory features	<p>(1) Must have SMART accessory automation, which automatically recognizes motorized accessories and displays the appropriate software functionality. Automatically reads the accessory's unique serial number and has this information available for results reporting.</p> <p>(2) Must have the capability to add a rapid mixing accessory for kinetics analysis and automated reagent mixing.</p>
Data Acquisition	Must have a single cell data collection of up to 100 data points/second.
Instrument performance	<p>Must have the capability to add accessories for completely automated instrument performance verification testing. Automation must eliminate the need for the operator to enter standard values or serial numbers from their certificates. Accessory must have the option to meet the requirements of the United States or European Pharmacopeias Accessory must contain standards traceable to NIST or NPL.</p>
Software	Must have standard instrument control software including: wavelength scanning, single and multiple fixed wavelengths, wavelength ratios, quantitative analysis and kinetics. Must have standard software for running customized method scripts.
Upgradability	System should be upgradable to touch screen tablet module

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## **Annexure "N"**

### **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD. JAIPUR**

#### **Detailed Specification of G.S.M. (Electronic Grammage) Tester (Microcontroller Based)**

**Equipment should be of renowned/reputed make e.g. Manglam Instruments, Presto, Lab India, Lab Sales etc.**

- (a) Digital Quadrant Scale is intended for measuring the GSM of paper and other sheet materials by weighing a small test sample with given dimension. The GSM of the specimen is being displayed directly on digital panel meter with accuracy 0.1 GSM.
- (b) Measuring range :0-500 gm/m<sup>2</sup>
- (c) Salient Features:
  - (1) Covered with transparent shield
  - (2) Stainless steel tearing templates
  - (3) Digital GSM scale display direct weight in GSM in two range: 20 X 25 cm<sup>2</sup> and 10 x 10 cm<sup>2</sup> templates
  - (4) Weight upto 0-600 gm with accuracy 0.1 gm.
  - (5) Plate Form Size – 110 mm Dia



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## Annexure "O"

### **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD.JAIPUR**

#### **Detailed Specification of Online Strength Monitoring System**

**Equipment should be of renowned/reputed make e.g. Anton Paar, Mettler Toledo, Endress Hauser etc.**

Equipment should be able to measure Online Alcohol strength along with Density/SG of Country liquor, IMFL, Blended/Flavored Liquor and display Real Time Alcohol Strength in v/v, UP and Proof along with Temp, Density, Product Type and Graph.

- 1) Working Principle of Density Sensor Oscillating U tube.
- 2) Principle should match our current lab digital methods to avoid any conflict for readings Calibrations and adjustment. The Lab method principle is approved by BIS.
- 3) Measuring Range of Density : 0 to 3 g/cm<sup>3</sup>, Accuracy: 1 x 10<sup>-4</sup>g/cm<sup>3</sup>, Repeatability : 1x10<sup>5</sup>g/cm<sup>3</sup>, Sample Temp Range -40 °C to 125 °C and Ambient Temp: -40 °C to 70 °C, Pressure: Up to 125 bar.
- 4) Equipment should supply with Data Evaluation Unit to receive measured data from Density Sensor and Display Real Time Alcohol Strength, Density and Temp along with Production Graph. Raw values from the sensors are converted to customer- and application-specific concentration results. Touchscreen, modularity, modern field bus interfaces, the powerful embedded PC, USB, Ethernet (LAN) meet the current requirements of the process industry.
- 5) The configuration should be able to identify flow condition(stop/start) in main line and through measuring sensor to ensure configuration features such as measurement, Relays, interlocking don't activate when filler is not running.
- 6) Intuitive operation comparable to work with a Windows PC.
- 7) Remote data monitoring through Client Server Architecture capability required.
- 8) Choice of several screen layouts: - small and large numerical output fields and graphical output fields.
- 9) Limit monitoring directly on the screen.
- 10) 999 different products with alphanumeric names.
- 11) All concentration results can be monitored independently and stored (30000 points per batch, 17 batches or more).
- 12) Easy adjustment with reference values.
- 13) Flexible access control by defining users with different user levels
- 14) Ethernet (LAN) interface to PC.
- 15) Flexible configuration with up to 5 modules (e.g. analog inputs for additional external transmitters).
- 16) Fieldbus interfaces such as PROFIBUS DP, PROFINET IO, EtherNet/IP, Modbus TCP, DeviceNet
- 17) Various application programs

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- 18) Equipment should supply with recommended software for Analyzing, Storing and recording during production. Evaluation unit should be controlled by PC. Any production problems should display immediately in Computer System.
- 19) Quoted Configuration should immediately stop filling at stage of Out Of Spec production
- 20) Access for remote operation, maintenance diagnostics and trouble shooting. Several clients access the Davis 5 database stored on a single server. Capable of recording Up to 50 different measurement values (Raw data etc). Intuitive handling and easy-to-use software with individual screen layouts. Storing interval down to 1 second possible
- 21) Capable of diagnostic and error messages reporting. Reports (PDF) are automatically saved and distributed by e-mail after product changes or at a certain time each day. Export of measuring data for further analysis or trouble shooting. Database service routines (export and import)
- 22) Capable of Statistical report showing cp, Cpketc

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Annexure "P"

## DV2T - RV - New Brookfield Digital Viscometer - DV2TRV

Introducing the new generation DV2TRV Viscometers for quick and reliable measurements with touch screen interface. Supplied along with standard set of accessories for operation on 220 Volts. Make: Brookfield, USA, **HSN Code - 9027**

### Brookfield Viscometer Model DV2TRV consists of the following:

- 1 x Main Viscometer
- 1 x Lab Stand
- 1 x Spindle Guard Leg
- 1 x Spindle Set, Spindle 1-4
- 1 x PG Flash Software
- 1 x RTD Temperature Probe
- 1 x Convenience Pack
- 1 x Instruction Manual
- 1 x Carrying Case

### Brookfield Digital Viscometer DV2TRV Features:

- 5 inch Full Colour Touch Screen display
- 200 selectable speeds
- Built-in test based user instructions
- On screen data comparison
- Complete computer control with optional Rheocalc T Software
- Convenient Bubble Level
- Download custom test programs with PG Flash Software

### Specifications are as follows:

Min. Viscosity Range: 100cps

Max. Viscosity Range: 40M cps

Speeds: 0.01-200RPM

Speed Increments: 200

Accuracy: +/-1.0% of range

Repeatability: +/-0.2%



### **Accessory for above Viscometer -----**

#### **1. HPS - BROOKFIELD HELIPATH STAND**

Designed for viscosity / consistency measurements of gels, pastes, creams, putty, gelatin and other non-flowing substances. Complete with drive motor, 6 T-bar spindles with coupling, case, stand and base. **HSN Code – 90278010 & IGST – 18%**