

Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Bhawani Singh Road, Nehru Sahkar Bhawan,
JAIPUR - 302006 –RAJASTHAN
CIN-U15421RJ1945SGC000285

Fax: 0141-2740676 Website: www.rajexcise.gov.in E-mail: dgmpurchase.rsgsm@rajasthan.gov.in

Short Notice Inviting E-Bid

For Modification of Distillery capacity 30 KLPD R.S. plant with 1.2 MW biomass based (multifuel boiler and power plant) to 30 KLPD ENA plant and machinery complete supply, erection, commissioning including civil work and structure at Chak23F, Teh. ShriKaranpur, Sriganganagar.

Single Stage

Two Part Bid

**Part I
TECHNICAL BID**

(To be submitted duly filled along with the Bid)

NIB. NO. RSGSM/ENA/2022-23/ Pur/61

Dated 27.01.2023

Pre-bid meeting	:	On 30.01.2023 at 03.00 pm
Bid submission start date	:	From 01.02.2023 at 12.00 pm
Last date/ time of download of bid document	:	Till 06.02.2023 up to 6.00 pm
Last date/ time of submission of the bid	:	Till 06.02.2023 up to 6.00 pm
Date and time of opening of the technical bid	:	On 07.02.2023 at 03.30 pm
Date and time of opening of the financial bid	:	To be intimated by automated messaging system of e-proc
Price of bid document	:	Rs. 5900/- including GST
Processing fee for e-procurement charges	:	Rs. 1000/-

1 Signature of the bidder with seal

Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Nehru SahkarBhawan, Bhawani Singh Road, Jaipur -302006

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

dgmpurchase.rsgsm@rajasthan.gov.in

NOTICE INVITING BID

NIB No. RSRSGSM/ENA/2022-23/ Pur/61

Date 27.01.2023

Online Single Stage Two part unconditional Bids are invited For Modification of Distillery capacity 30 KLPD R.S. plant with 1.2 MW biomass based (multifuel boiler and power plant) to 30 KLPD ENA plant and machinery complete supply, erection, commissioning including civil work and structure at Chak23F, Teh. ShriKaranpur, Sriganganagar. F.O.R. basis at Rajasthan State Ganganagar Sugar Mills Limited. Upto 6.00 PM of 30.01.2023as listed below: -

S. NO.	Name of Article	Estimated Value	Bid Security	Validity period of Bids	Place of Delivery
1	For Modification of Distillery capacity 30 KLPD R.S. plant with 1.2 MW biomass based (multifuel boiler and power plant) to 30 KLPD ENA plant and machinery complete supply, erection, commissioning including civil work and structure at Chak23F, Teh. ShriKaranpur, Sriganganagar.	Rs171.00Lakhs	Bid Security @ 2 % i.e. ₹ 3.42 Lakh	90 days	Chak23F, Teh. ShriKaranpur, Sriganganagar

- 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.

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

क बिड में भाग लेने वाले बिडर को इंटरनेट वेबसाइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑनलाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-III), इन्फोरमेशन टेक्नोलॉजी एक्ट-2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडर्स के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।

ख बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फार्मेट 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 प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्रों के साथ अटैच कर दी गयी है।

घ कोई भी बिड इलेक्ट्रॉनिक फार्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।

ङ बिड प्रपत्र में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑनलाइन दर्ज करें।

च ऑनलाइन 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।

2 Signature of the bidder with seal

Rajasthan State Ganganagar Sugar Mills Limited

छ बिडर, यदि आवश्यक होतो, ऑनलाईन बिडसबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथमतः, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोकरमेंट सेल हेल्पडेस्क न. 0141-4022688, ई-मेल: eproc@rajasthan.gov.in वेबसाइट: www.eproc.rajasthan.gov.in से सम्पर्क कर सकते हैं।

ज बिडमें सभी संशोधन बिड जारी करने के उपरान्त www.eproc.rajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधनों / स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।

झ बिड शुल्क (RSGSMLtd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क (MD, RISL, payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट / बैंकर्स चैक / ऑनलाईन जमा विवरण, बोली प्रतिभूति राशि घोषणा पत्र एवं मूल शपथ पत्र (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्ड लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक क्रय अनुभाग, आरएसजीएसएम, सहकार भवन में जमा कराना होगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।

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

Dy.General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Nehru SahkarBhawan, Bhawani Singh Road, Jaipur -302006

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

NIB. NO. RSRSGSM/ENA/2022-23/ Pur/61

Date 27.01.2023

E-BID SHORT NOTICE

Bids For Modification of Distillery capacity 30 KLPD R.S. plant with 1.2 MW biomass based (multifuel boiler and power plant) to 30 KLPD ENA plant and machinery complete supply, erection, commissioning including civil work and structure at Chak23F, Teh. ShriKaranpur, Sriganganagar. are invited from interested bidders up to 6.00 p.m. of 06.02.2023. Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>) of the state; <http://excise.rajasthan.gov.in/>, departmental website.

**Dy. General Manager
(Purchase)**

4Signature of the bidder with seal

Rajasthan State Ganganagar Sugar Mills Limited

Instructions to bidders:		
1.	NIB No.	RSRSGSM/ENA/2022-23/ Pur/61
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	For Modification of Distillery capacity 30 KLPD R.S. plant with 1.2 MW biomass based (multifuel boiler and power plant) to 30 KLPD ENA plant and machinery complete supply, erection, commissioning including civil work and structure at Chak23F, Teh. ShriKaranpur, Sriganganagar. , rate contract for one year from the date of execution of agreement extendable for further three months.
4.	(i) The price of the Bidding Document	Rs. 5900/- Including GST by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited Payable at Jaipur.
	(ii) e - 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 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 : purchasersgsm@gmail.com
6.	The Pre-Bid Meeting	On 30.01.2023 at 03.00 PM
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 date of opening technical bid.
10.	Bid Security	(a) The amount of Bid Security shall be 2 % of estimated value of maximum offered quantity 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 06.02.2023 .
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.rajabhaskar.gov.in up to 6.00 PM on 06.02.2023
13.	Submission of Bids	On Rajasthan Government's portal www.eproc.rajabhaskar.gov.in Up to 6.00 PM on 06.02.2023 . 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 3.30 PM on 31-01-23 (on Rajasthan Government's portal www.eproc.rajabhaskar.gov.in)

5 Signature of the bidder with seal

Rajasthan State Ganganagar Sugar Mills Limited

	(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	Successful Bidder shall have to deposit Performance Security of an amount equal to 2.5% of total contract price including taxes, duties as quoted. The amount deposited against Bid security will be adjusted in this account. The Security is to be deposited by way of DD/B.C /B.G. from scheduled bank in favour of The Rajasthan State Ganganagar Sugar Mills Ltd., within 15 days from the date of issue of LOI.
17.	Appellate Authority	First: Joint Secretary Finance (Excise) Second: 01. Secretary Finance(Budget) 02. Commissioner, Agriculture

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

Name of Firm/Company/Individual : _____

Office Address (with pin code) : _____

: _____

: _____

Factory Address (with pin code) : _____

: _____

: _____

Telephone Nos. : _____

Office : _____

Residence : _____

Factory : _____

Fax (With STD code) : _____

E- Mail ID : _____

Mobile : _____

6Signature of the bidder with seal

Rajasthan State Ganganagar Sugar Mills Limited

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)

7Signature of the bidder with seal

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. For Modification of Distillery capacity 30 KLPD R.S. plant with 1.2 MW biomass based (multifuel boiler and power plant) to 30 KLPD ENA plant and machinery complete supply, erection, commissioning including civil work and structure at Chak23F, Teh. ShriKaranpur, Sriganganagar.

DESIGN BASIS

Product Total spirit	: 30000 LPD
Product Total spirit ENA	: 28500 LPD
Impure spirit	: 1500 LPD
Distillation Efficiency	: 98.5%
Total Solid % (w/w)	: 21 % min.
Steam Consumption	: 2.0 kg/lit of ENA
Power Consumption	: 63 KWH/KL ENA
D.M .water consumption	: 1 – 1.1 lit/lit of spirit produced Depending on quality of product.
Site Conditions Ambient Temperature	: Min. 20°C Max. 45°C Mean 40°C

Finished Product Quality

Qualitative Specifications for Extra Neutral Alcohol(ENA)

Sr. No.	Characteristic	Requirement of (ENA)
1.	Ethanol content, % v/v at 15.6 ⁰ C (Min.)	96.0
2.	Miscibility with water	Miscible
3.	Alkalinity	Nil
4.	Acidity (as CH ₃ COOH), Mg/100 ml. Max.	1.25
5.	Residue on evaporation, Mg/100 ml. Max.	2.00
6.	Esters (as CH ₃ COO ₂ H ₅), Mg/100 ml. Max.	2.00

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Rajasthan State Ganganagar Sugar Mills Limited

7.	Lead as Pb, Mg/100 ml, Max.	Nil
8.	Methyl alcohol content, PPM, Max.	5
9.	Furfural content	To pass test
10.	Aldehydes (as CH ₃ CHO), Mg/100 ml. Max.	0.5
11.	Permanganate reaction, time, minutes (Min.) at 15 ⁰ C	50
12.	Copper as Cu, Mg/100 ml. (Max.)	0.2
13.	Fusel oil content, Mg/100 ml., Max.	1.5
14.	It should meet the Organoleptic taste norms, quality as required for companies like USL/ABD or any other reputed buyers	Minimum 6.5/8 point score.

2. Eligibility criteria for the bidder :-

- i. Bidder firm should have an experience of at-least one successful installation, commissioning of distillery minimum of capacity 30 KLPD in last five years. Successful bidder have to submit satisfactory report with name of each plant, capacity of the plant in KLPD, date of commissioning, Major detail of ENA plant equipment supplied during last five years along with successful performance certificate and parameters achieved.
- ii. Client certificate for jobs completed, successful performance and parameters achieved and the contractual payments received for the work done in last five years.
- iii. The average annual turnover of the Bidder should be at least 10.0 crore or more during last three years in support of which bidder will have to submit three years audited balance sheet and/or certificate issued by Chartered Accountants.
- iv. Bidder should be registered with the concerned authorities for meeting out statutory requirements of having GST, Registration no. of PF, Works contract registration under section 7 and/or eleven of contract labour act 1970 and PAN.
- v. Power of attorney or authority letter of the person who has signed the bids.
- vi. Tenderers must submit one consolidated tender for supply, erection & commissioning on turnkey basis.

3. Bid Security and Performance Security:-

- i. Bid-Security is to be furnished Rs. 3.42 lacs on estimated cost of distillery work of Rs 171.00 Lacs @2% of estimated value through DD/B.C /B.G. from any scheduled bank.
- ii. Bid without Bid-Security, Bid Fee of Rs. 5000/- +GST @18% and processing fee of Rs.1000/- shall not be accepted.
- iii. Successful Bidder shall have to deposit Performance Security of an amount equal to 2.5% of total contract price including taxes, duties as quoted. The amount deposited against Bid security will be adjusted in this account. The Security is to be deposited by way of DD /B.G. from scheduled bank in favour of The Rajasthan State Ganganagar Sugar Mills Ltd., within 15 days from the date of issue of LOI. The LOI issued to the successful bidder shall form the part of the agreement. Non submission of performance security shall lead to cancellation of the BID and forfeiture of EMD/BID Security. If the bidder fails to deposit the required security amount within the period specified, such failure will be treated as breach of the terms & conditions of the bid and will result in the forfeiture of the Bid security.
- iv. The performance security will be refunded after two year from commissioning and satisfactory completion of work with installation, erection, including civil work and all steel structure.

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Rajasthan State Ganganagar Sugar Mills Limited

- v. Any Bid submitted without Bid security will be rejected.
 - vi. Bid security of unsuccessful Bidder will be discharged or returned promptly upon signing of the agreement with the successful Bidder, but in any event not later than hundred twenty (120) days after the expiry of period of bid validity prescribed by the purchaser.
4. Commissioning :- After completion of the erection and installation of the plant , successful bidder will inform the date of commissioning to RSGSM. In commissioning plant must be run consecutive 5 days on full capacity of 30 KLPD and plant must achieve following parameters in all five day commissioning period:-
- i- Total production of ENA – 28500 LPD
 - ii- Impure spirit production- 1500 LPD
 - iii- Distillation efficiency - 98.5%
 - iv- Quality of ENA - As per tender.
5. The Bid must be valid for Ninty days (90) from the date of opening of Technical Bids.
6. Bid through Email / Fax / Telegram/Postal/ Personal Delivery will not be accepted. RSGSM, assumes no responsibility for any failure in uploading the bid online by the Bidder.
7. This Notice of Bid is an integral part of the enclosed bid document.
8. Bidder are advised to quote strictly as per the terms and conditions of the bid documents and should not make any deviations / exceptions. Technical Bids shall be opened on **07.02.2023 at 3.30 AM** in presence of the Bidder or their authorized representatives who wish to be present, at the address mentioned above under clause 6.
9. 'Financial Bid Proforma' (Financial bid should be submitted online in softcopy as available in online bid document, in the format available on the e-procurement website. In no case the financial offer/ rates should be revealed/ filled in any of the scanned document.)
10. **Financial Evaluation Criteria** : The financial evaluation/comparison shall be based on the sum of the total price quoted (for supply, erection and commissioning Including all costs and all taxes, duties, insurance, transit insurance, transportation and loading/unloading, packing and forwarding etc. applicable to the bidder as per law of the Central/State Government/ Local authorities, which will be the price for comparison and placement of orders. However, the Taxes will be paid on production of documentary proof of payment to the Government/Authority by the seller. Further that any increase/decrease in the rates PF taxes after the due date of submission of the bid shall be given effect to. The contract price will be F.O.R at site including taxes as quoted in price performa.

11. OPENING OF BIDS

- i. The 'Technical bids' (DOC – I) and Bid-Security shall be opened on dated 31-01-23 at 3.30 pm in presence of Bidder or their authorized representatives who wish to be present at the time of opening.
- ii. Financial bids of those Bidder who qualify on the basis of detailed evaluation of technical bids will be opened later on a date to be intimated through eproc.rajasthan.gov.in automated messaging system. The date and time of such opening shall be intimated to Bidder and the Bidder or their one authorized representative shall be allowed to attend.

12. COMPLITION OF WORK:-Work will have to complete within 90 days after issue of LOI.

13. LIQUIDITY DAMAGES

- (i) Should the supplier fail to execute the order/contract within the period specified in the Tender form / supply schedule, and if such failure to deliver/complete in prescribed time as aforesaid have arisen from, any unforeseen cause such as strike, fire, accident, act of GOD resulting in stoppage of work in the factory of the manufacturer or similar reasons which the RSGSM may find valid for an extension of the time he may extend the period without charging any agreed liquidated damages, His decision shall be final regarding the sufficiency or otherwise of ground for extension of time.

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Rajasthan State Ganganagar Sugar Mills Limited

- (ii) Should the supplier fail to execute the order/contract within the period specified in the Tender Form/ Supply Schedule. The General Manager RSGSM Incharge may at his discretion allow extension of time, subject to recovery from the supplier as liquidated damages and not by way of penalty, as sum equal to the following percentage of the value of goods which the supplier has failed to supply for the period of delay as stated below :-
 - (a) Delay upto one fourth period of the prescribed delivery Period. 2 ½%
 - (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. – 5%
 - (c) Delay exceeding one Half but not exceeding three fourth of the prescribed delivery period. -7 ½%
 - (d) Delay exceeding three fourth of the prescribed delivery period. - 10 %

Notes:

- (I) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (ii) The maximum amount of agreed liquidated damages shall be 10%
- (iii) When the supplier is unable to complete the order/contract within the specified or extended period the company shall be entitled to accept supply and get the work done from the open market without notice to the supplier, but at his risk and cost i.e. supplier Account and risk. The goods or any part thereof which the supplier has failed to supply or if not available, the best and nearest available substitute thereof or to cancel the contract and the supplier shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the supplier. But the supplier shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sum accruing to the supplier under this or any other contract with the company. If recovery is not possible from the bills and the contractor fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the company.

14. AMOUNTS TO BE IN FIGURES AND WORDS

The Bidder shall quote his price in BOQ format only and digitally signed by the Bidder.

15. CORRECTIONS AND ALTERATIONS

All scanned copies of entries in the Bids shall either be typed or be in ink, erasures and over-writing are not permitted and may render such Bids liable to summary rejection. All corrections and alterations shall be duly attested by the Bidder with date and seal.

16. ALL PAGES TO BE INITIALISED

All pages of the Bid document shall be initialised with seal at the lower right hand corner or signed with seal wherever required in the Bid documents by the Bidder or by a person holding power of attorney (copy to be enclosed with DOC – I of Tender) authorizing him to sign on behalf of the Bidder before submission of Bids. All signatures in Bids documents shall be dated as well.

17. ADDENDA/CORRIGENDUM

RSGSM may issue Addenda/corrigendum to the Bid documents prior to the date of submission of the Bid to clarify documents or to reflect modifications in the design or contract terms. All such addenda/corrigendum issued shall form part of Bid documents and the RSGSM may, at its discretion, extend the deadline for the submission of bids for reasonable time to take the amendment/s into account in preparing the bids.

18. INFORMATION

11Signature of the bidder with seal

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The information given in the Bid documents and the plans and drawings forming part thereof is merely intended as general information without any undertaking on the part of the RSGSM as to their accuracy and without obligation relative thereto upon the RSGSM. Before submitting Bids, the Bidder are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, rules and regulations of Central and State Government Acts governing the operation of the distillery plant. No claim will be entertained later on the grounds of lack of knowledge.

19. The RSGSM reserves the right to accept any bid not necessarily the lowest, reject any bid without assigning any reasons.

- i. If the bidder resiles from his offer or offers new terms after opening of the tender, his Bid-Security is liable to be forfeited.
- ii. The submission of more than one bid and under different names is prohibited.
- iii. Any relationship or business connection that may exist between the Bidder and any official of the Rajasthan State Ganganagar Sugar Mills Ltd., should be declared. If this information is found to have been suppressed, then Contract, if any, entered into may be cancelled forthwith without notice and compensation and any amount which may have been deposited shall be forfeited.

20. PAYMENT TERMS

- i. The successful bidder shall give price break –up of total quoted rate including taxes for following:-
 - a- Cost of plant and machineries .
 - b- Cost of erection and commissioning .

Cost of plant and machineries shall not be more than 75 % of total quoted cost .
- ii. 95 % payment will be made on submitting the invoice after material received at site/store and physical verification by technical team of RSGSM . Remaining 5% payment will be released after successful commissioning of plant.
- iii. 50 % payment of erection and commissioning shall be released after completion of erection and installation of Distillation columns and reboilers. Rest 50 % payment shall be released after successful commissioning of the plant .
- iv. All taxes as applicable will be deducted at source.
- v. No advance payment shall be made.
- vi. Successful bidder shall have to produce the evidence of depositing of all type of dues e.g. GST, PF, ESI etc. in the following month otherwise payment of next month will be kept on hold till clearance of all statutory dues in due course of time.
- vii. Payment of Invoice Amount will be made by Head Office Jaipur after making necessary deduction (towards S.D, taxes& other if any) and due verification and recommendation of following committee:-
 - vii.1 General Manager, Sugar Factory
 - vii.2 Chief Distillery Chemist, Sri Ganganagar
 - vii.3 Senior Manager Accounts, Sri Ganganagar
- viii. Due to delay of supply increasing in any taxes/duties/penalties shall be borne by the bidder.

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21. ENCLOSURES

The enclosures to be attached along with DOC- I of the Bidshall include the following besides other such enclosures which may have been specified elsewhere in the Biddocuments:

- (1) Valid PAN, TIN, Excise registration No., Service Tax Registration No., GST Registration No. Certificates in true copies / photocopies duly attested by a competent authority.
- (2) Power of Attorney or Authority letter of the person who has signed the Bids. .
- (3) Any other documents required in terms of this notice.

22. DESPUTE REDRESSAL COMMITTEE(DRC)

a) DRC:- In case of any dispute arises or other wise if any critical situation during work excitation period dispute will be referred to DRC constituted of following members

- GM – Sugar factory
- CE Sugar Factory
- CDC Distillery
- Senior Manager (A/C)
- Representative of bidder (successful)

Report of DRC shall be referred to DIC for decision . Decision of DIC will be final and binding to both parties.

c) **Arbitration Clause:-** In case any dispute arising out of any matter related to the tender/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director Incharge, RSGSM whose decision shall be final and binding on both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.

23. CLARIFICATION OF BID DOCUMENTS

- 1 Prospective Bidder requiring any further information or clarification on the bid documents may notify in writing at the E-mail address rsgmsgnr@yahoo.co.in, gmhorgsm@gmail.com
- 2 A pre-bid meeting of all prospective Bidder will be held at the address, date & time indicated in 'Notice Inviting Bid' to clarify and answer queries of the Bidder.
- 3 The RSGSM response (including an explanation of the queries) will be sent in writing or through email to all prospective Bidder's & will also be uploaded on RSGSM website www.rsgsm.in

24. AMENDMENT OF BID DOCUMENTS

1. At any time prior to the deadline for submission of bids, the RSGSM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendment/ corrigendum/addenda.
2. The amendment, which shall be part of the Bid Document, will be notified only online on the E-procurement portal i.e. www.eproc.rajasthan.gov.in.
3. In order to afford prospective Bidder reasonable time to take the amendment/s into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids.

25. LANGUAGE OF BID

The bid prepared by the Bidder, and all correspondence and documents relating to the bid exchanged by the Bidder and/or the RSGSM, shall be written in the English language.

26. BID CURRENCIES

Prices shall be quoted in Indian Rupee only.

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27. PERIOD OF VALIDITY OF BIDS

1. Bids shall remain valid for a period of ninety (90) days from the date of opening of Technical Bids. Bids which are submitted with a validity period shorter than 60 days or fail to mention the validity period shall be treated as non- responsive and shall be rejected.
2. Notwithstanding clause above, the RSGSM may solicit Bidder's consent to an extension of the period of bid validity. The request and the responses there to shall be made in writing (or by email). However Bidder can refuse the request to extend the period of validity without forfeiting his bid security. A Bidder agreeing to the request to extend the validity period however will not be permitted to modify his bid.

28. Letter Of Intent (LOI)

1. The RSGSM will notify the successful Bidder in writing by letter, or by email the acceptance of the bid(LOI).
2. The Letter Of Intent (LOI)/acceptance of bid will constitute the formation of a contract, until the contract/agreement has been effected pursuant to **clause 18**.

29. SIGNING OF CONTRACT/AGREEMENT

1. At the time of issue of LOI, the RSGSM will send the successful Bidder the 'Form of Contract' provided in the Biddocument, containing all clauses of Terms and Conditions between the parties.
2. Unless extended within fifteen (15) days of acceptance of LOI, the successful Bidder shall sign with date and seal the Contract/agreement jointly with the RSGSM and return it to the RSGSM or if deemed proper the purchaser may call the successful Bidder to sign the agreement at Purchaser Office at Sriganganagar. The signing of agreement shall take place only after submission of the required document not submitted with the bid. On behalf of the successful Bidder the agreement shall be signed only by the authorized signatory in whose favour the valid authority has been issued (copy need to be attached).
3. The 'Agreement' between the RSGSM and successful Bidder shall be effective from the date of signing it by the successful bidder and RSGSM.

30. SCOPE OF WORK:

1. Finalization of tentative layout (within 07 days from the date of signing of the agreement) with equipment required for ultimate capacity, in consultation with NSI. Two copies of general layout , equipment and machinery, P&I diagram for approval of purchaser/NSI. In general layout the bidder shall also show all technical details and layout with equipment and machinery.

31. Defect Liability

- i. After two consequent running season bidder should be handover all equipments in operational conditions to RSGSM technical team, if any equipments found damage/ not working then successful bidder should be replace the same with own cost.

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- ii. Any unforeseen cause like storm, fire, accident etc. damage equipments due to this reason, the bidder should have responsible for the same. After receiving material at site the bidder should take insurance of all equipments till to handover the plant.

32. ACCOMMODATION

All other arrangements for accommodation, food etc will be made by the Bidder at his own cost.

33. EQUIPMENT LIST (Existing RS TO ENA):-

MULTI-PRESSURE DISTILLATION SECTION

DISTILLATION COLUMNS

SR.	EQUIPMENT	QTY.	TECHNICAL DETAILS	MOC
1.	Hydro Extractive Column (Vacuum operation)	1	Diameter : 980 mm ID, No. of trays : 45 Nos., Tray Type : Sieve Trays, Tray spacing : 300 mm	AISI 304
2.	Rectifier Column (Pressure operation)	1	Diameter : 1,100 mm ID, No. of trays : 72 Nos., Tray Type : Bubble Cap, Tray spacing : 250 mm	Shell : AISI 304, Trays : T1 - T36 : DOW Cu , T37 – T72 : AISI 304
3.	Recovery Column	1	Diameter : 980 mm ID, No. of trays : 50 Nos., Tray Type : Bubble Cap, Tray spacing : 250 mm	AISI 304
4.	Simmering Column (Atmospheric operation)	1	Diameter : 700 mm ID, No. of trays : 45 Nos., Tray Type : Sieve Trays, Tray spacing : 250 mm	Shell : AISI 304, Trays : DOW Cu
5.	Alcohol Scrubber (If you have, don't consider otherwise check the Dia)	1	Diameter : 550 mm ID, No. of trays : 8 Nos., Tray Type : Sieve, Tray spacing : 300 mm	AISI 304,

THERMO-SIPHON REBOILERS

SR.	EQUIPMENT	QTY.	TECHNICAL DETAILS	MOC
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1.	Hydro Extractive Column Reboiler	1	Type : Shell & Tube, Thermo-siphon Tubes : type, 25.4 mm OD, 3000 mm long, 1.2 mm thick	AISI 304
2.	Rectifier Column Reboiler	1	Type : Shell & Tube, Thermo-siphon Tubes : type, 25.4 mm OD, 3000 mm long, 1.2 mm thick	AISI 304
3.	Recovery Column Reboiler	1	Type : Shell & Tube, Thermo-siphon Tubes : type, 25.4 mm OD, 3000 mm long, 1.2 mm thick	AISI 304
4.	Simmering Column Reboiler	1	Type : Shell & Tube, Thermo-siphon Tubes : type, 25.4 mm OD, 3000 mm long, 1.2 mm thick	AISI 304

CONDENSERS & COOLERS

SR.	EQUIPMENT	QTY.	TECHNICAL DETAILS	MOC
1.	Hydro Extractive Condenser I	1	Type : Shell & Tube, Tubes : 25.4 mm OD, 3000 mm long, 1.2 mm thick	AISI 304
2.	Hydro Extractive Condenser II	1	Type : Shell & Tube, Tubes : 25.4 mm OD, 3000 mm long, 1.2 mm thick	AISI 304
3.	Rectifier Vent Condenser	1	Type : Shell & Tube, Tubes : 25.4 mm OD, 3000 mm long, 1.2 mm thick	AISI 304
4.	Rectifier PCV Condenser	1	Type : Shell & Tube, Tubes : 25.4 mm OD, 2000 mm long, 1.2 mm thick	AISI 304
5.	Recovery Condenser I	1	Type : Shell & Tube,	AISI 304

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			Tubes : 25.4 mm OD, 2000 mm long, 1.2 mm thick	
6.	Recovery Condenser II	1	Type : Shell & Tube, Tubes : 25.4 mm OD, 2000 mm long, 1.2 mm thick	AISI 304
7.	Simmering Condenser I	1	Type : Shell & Tube, Tubes : 25.4 mm OD, 3000 mm long, 1.2 mm thick	DOW Cu
8.	Simmering Condenser II	1	Type : Shell & Tube, Tubes : 25.4 mm OD, 3000 mm long, 1.2 mm thick	DOW Cu
9.	Product (ENA) Cooler	1	Type : Shell & Tube, Tubes : 25.4 mm OD, 3000 mm long, 1.2 mm thick	DOW Cu
10.	Technical Alcohol (TA) Cooler	1	Type : Plate Heat Exchanger (PHE)	Plates : AISI 316, Gasket : EPDM, Frame : MS
11.	Fusel Oil (FO) Cooler	2	Type : Plate Heat Exchanger (PHE)	Plates : AISI 316, Gasket : EPDM, Frame : MS

TANKS AND OTHER EQUIPMENTS

SR.	EQUIPMENT	QTY	TECHNICAL DETAILS	MOC
1.	RS Day tank	1	Type : Vertical, Cylindrical,	AISI 304
2.	Hydro Extractive Reflux Tank	1	Type : Vertical, Cylindrical,	AISI 304
3.	Rectifier Reflux Tank	1	Type : Vertical, Cylindrical,	AISI 304
4.	Simmering Reflux Tank	1	Type : Vertical, Cylindrical,	AISI 304
5.	Recovery Reflux Tank	1	Type : Vertical, Cylindrical,	AISI 304
6.	Fusel Oil Washing Tank	1	Type : Vertical, Cylindrical,	AISI 304
7.	Steam condensate Tank	1	Type : Vertical, Cylindrical,	AISI 304
8.	Sealing Water Recycle Tank	1	Type : Vertical, Cylindrical,	Mild Steel

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9.	Fusel Oil Separator	2	Type : Gravity Decanter	AISI 304
10.	Steam Header	1	Type : Cylindrical	Mild Steel
11.	Mixing Bottles	2	Type : Cylindrical	AISI 304
12.	Vapour Bottles	Lot	Type : Cylindrical	AISI 304

BOUGHT-OUT EQUIPMENT

SR.	EQUIPMENT	QTY.	TECHNICAL DETAILS	MOC
1.	Rectifier Feed Pre-heater	1	Type : Plate Heat Exchanger (PHE)	Plates : AISI 316, Gasket : EPDM, Frame : MS
2.	Dilution Water Pre- heater	1	Type : Plate Heat Exchanger (PHE)	Plates : AISI 316, Gasket : EPDM, Frame : MS
3.	RS feed pump	1 + 1	Type : Centrifugal Motor : Flameproof	Contact parts in CF8
4.	Hydro Extractive Bottom Pump with motor	1 + 1	Type : Centrifugal Motor : Flameproof	Contact parts in CF8
5.	Hydro Extractive Reflux Pump with motor	1 + 1	Type : Centrifugal Motor : Flameproof	Contact parts in CF8
6.	Rectifier Bottom Pump with motor	1 + 1	Type : Centrifugal Motor : Flameproof	Contact parts in CF8
7.	Rectifier Reflux Pump with motor	1 + 1	Type : Centrifugal Motor : Flameproof	Contact parts in CF8
8.	Recovery Bottom Pump with motor	1 + 1	Type : Centrifugal Motor : Flameproof	Contact parts in CF8
9.	Recovery Reflux Pump with motor	1 + 1	Type : Centrifugal Motor : Flameproof	Contact parts in CF8
10.	Simmering Bottom Pump with motor	1 + 1	Type : Centrifugal Motor : Flameproof	Contact parts in CF8
11.	Simmering Reflux Pump with motor	1 + 1	Type : Centrifugal Motor : Flameproof	Contact parts in CF8
12.	F O Washing Pump with motor	1 + 1	Type : Centrifugal Motor : Flameproof	Contact parts in CF8

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13.	Steam condensate transfer Pump with motor	1 + 1	Type : Centrifugal Motor : Flameproof	Contact parts in CF8M
14.	Vacuum Pump with motor	1 + 1	Type : Water Ring Motor : Flameproof	CI body, AISI 316 internal
15.	Sealing Water recycle system (for Vacuum Pump)	1 1 1	Tank : Cylindrical Pump : Centrifugal Cooler : PHE	MS CI SS plates
16.	PIPING	Lot	Fluid : a. Alcohol b. (Spentlees) c. Steam /Water d. InstrumentAir e. FuselOil	AISI 304 AISI 304 / MS MS AISI304 AISI304
17.	VALVES (Butterfly / Ball / Globe / Gate Valves)	Lot	Fluid : a. Alcohol b. (Spentlees) c. Steam /Water d. InstrumentAir e. FuselOil	SS internal SS internal CI / CS SSinternal SSinternal
18.	Electrical	Lot	MCC panel and onwards	As per requirement
19.	Instrumentation	Lot	PLC based	As per requirement
20.	Plant Structure	Lot	Pre-fabricated Plant Structure	As per requirement
21.	PLC	1 Set	----	As per requirement
22.	Mass balance or Load cell based weigh bridge	1 set		As per requirement
23.	Cooling tower for Distillation section	1 set	300 M3/hr	wooden
24.	Cooling water Circulation Pumps with motor for Distillation section	2 set	Cap 190 M3/hr	CI

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SUB-ANNEXURE II: LIST OF INSTRUMENTATION

	LEVEL TRANSMITTER
1	Hydro Column Bottom Level
2	Hydro Reflux Tank Level
3	Rectifier Column Bottom Level
4	Rectifier Reflux Tank Level
5	Simmering Column Bottom Level
6	Simmering Reflux Tank Level
7	Fusel Oil Washing Tank
	PRESSURE TRANSMITTER
1	Hydro Top Pressure
2	Hydro Bottom Pressure
3	Rectifier Top Pressure
4	Rectifier Bottom Pressure
5	Simmering Top Pressure
6	Simmering Bottom Pressure
	PRESSURE CONTROL VALVES
1	Rectifier Top Pressure
2	Vacuum System
	FLOW TRANSMITTERS
1	RS Feed To Distillation
2	Impure Spirit to Storage
3	Dilution Water to Hydro column
4	ENA Draw from Rectifier
5	ENA To Storage
6	Steam To Rectifier Reboiler
7	Rectifier column Reflux
8	Hydro column Reflux
9	Simmering column Reflux

	LEVEL CONTROL VALVE
1	Hydro Column Bottom Level
2	Hydro Reflux Tank Level
3	Rectifier Column Bottom Level
4	Rectifier Reflux Tank Level
5	Simmering Column Bottom Level
6	Simmering Reflux Tank Level
7	Fusel Oil Washing Tank
8	Steam Condensate Tank Level
	TEMPERATURE TRANSMITTER
1	RS Feed Preheater - Out
2	Hydro Column Top
3	Hydro Column Middle (Ester Plate)
4	Hydro Column Bottom
5	Hydro Column Bottom PHE A - Out
6	Hydro Column Bottom PHE B - Out
7	Rectifier Column Top
8	Rectifier LFO
9	Rectifier HFO
10	Rectifier Column Bottom
11	Simmering Column Top
12	Simmering Column Bottom
13	Hydro Condenser II - CWR
14	Rectifier Vent Condenser II - CWR
15	Simmering Condenser II - CWR
16	Steam Header
17	Cooling Water Supply Header
18	Cooling Water Return Header
	FLOW INDICATOR (Rotameters)
1	Ester cut from Hydro Column
2	Rectifier - LFO Cut
3	Rectifier - MFO Cut
4	Rectifier - HFO Cut
5	IS cut – Hydro Column
6	IS cut – Rectifier column
7	IS cut – Simmering column
8	Water To Fusel Oil Decanter
9	Water to Vacuum Pump
10	Water to Alcohol scrubber

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	PRESSURE GUAGES		PRESSURE GUAGES
1	Hydro Column Bottom	18	Simmering column Reflux Pump-A
2	Rectifier Column Bottom	19	Simmering column Reflux Pump-B
3	Simmering Column Bottom	20	Simmering column Bottom Pump-A
4	Instrument Air header	21	Simmering column Bottom Pump-B
5	Cooling Water Supply Header	22	FO washing Pump-A
6	Cooling Water Return Header	23	FO washing Pump-B
7	Cooling Tower Pump	24	Steam Condensate Pump-A
8	Cooling Tower Pump	25	Steam Condensate Pump-B
9	Hydro Bottom Pump-A	26	Vacuum Pump-A
10	Hydro Bottom Pump-B	27	Vacuum Pump-B
11	Hydro Reflux Pump-A		
12	Hydro Reflux Pump-B		
13	Rectifier Reflux Pump-A		
14	Rectifier Reflux Pump-B		
15	Rectifier Bottom Pump-A		
16	Rectifier Bottom Pump-B		
17	Steam Header		

NOTE :

- 1) List of instruments are tentative. Bidders shall provide additional instruments wherever required.
- 2) Specify all the control loops in details.
- 3) PD Meters shall be provided to all the alcohol issue tanks
- 4) It is very important specifically to mention that there shall be proper compatibility with the existing structure/ system.
- 5) Bidder should be provide warranty on all equipments which will be supply by bidder.

34. MANUALS AND OTHER DOCUMENTS:-

1. 4 set of civil scope design data and necessary information in respect of all civil and structural engineering work including cable trenches, drains etc., to be carried out by successful bidder.
2. 4 sets of flow sheet, showing the details of the flows pertaining to raw materials, utilities and other inputs, items of machinery and equipment etc.
3. 4 sets of plants for equipment layout drawings showing all the details of the relevant location and space requirement of each item of plant and equipment.
4. 4 sets of the plant operation and maintenance manuals containing specifications and detailed working guidance for each item of equipment.
5. 4 sets of the manuals of instruction for care and safe custody of plant and equipment at site and for their erection prior to the dispatch of the plant and equipment.
6. 4 sets of electrical and instruments drawing, layout, datasheet, P&ID diagram to be provide 1 month before project execution by successful bidder.
7. Successful bidder should be provide all Automation license CD's and softkey of PLC/DCS/SCADA which will be installed in ENA Project.

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8. All test certificate and Calibration certificate provide by successful bidder before installation the equipments.
9. All equipments and machinery physical inspection to be done at RSGSM plant and vendor workshop by RSGSM technical team/NSI team. Vendor workshop details will be provide by successful bidder before physical inspection to deliver the equipments at site.
10. Any compliance which is related to CPCB/RSPCB guidelines that also should be fulfill by successful bidder.
11. All equipments make and data sheet to be provide by successful bidder before 1 month from the date of starting the project.
12. The electricity units which is consumed for execution of ENA project by successful bidder. cost will be bear by successful bidder.
13. All major equipments to be provide of Below make by successful bidder
 - A. Instruments control valve: forbesmarshall/Samson/emerson/ siemens with smart type positioner of same brand.
 - B. Cable tray: Zinc coated with standard brand
 - C. PLC/SCADA: Siemens/Honeywell
 - D. PT/FT/LT/TT: Siemens/Honeywell/forbesmarshall. Temperature transmitter should be provide smart type.
 - E. Cables: armouredaluminium/copper cables/ instrument signal cables: Havells/KEI/finolex
 - F. Mass flow meter: Emerson/Yokogawa/krohne/siemens with below 0.2% accuracy.
 - G. Motors/switchgears: Siemens/L&T/ABB/CG/bharatbijlee
 - H. Mechanical valve: KSB/Leader/Zolta, Pipeline: Jindal/Tata, Pumps: Kirloskar/KSB
 - I. All electrical and instrument items must be provide flameproof and intrinsically safe by successful bidder.
 1. Nosearthing pit (Rod type or as per Indian electricity earthing guidelines) and connected to all E&I equipments with GI strip to earthing pit. For instruments and instruments panel earthing pit is separate from electrical earthing.
 - J. For operation of control valve & other pneumatic operated device, the bidder should provide 1 set of compressor with dryer unit.**
 - K. All instrument & motors feeder must be control & monitor from PLC/SCADA with is provide in ENA project by successful bidder.
 - L. Control parameter reports & its trends to be design in SCADA & generate report in every shift from SCADA shift.
 - M. Any mishappening& fire during ENA project execution. All such type of losses between execution to handover the plant is in scope of successful bidder.

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GENERAL TERMS & CONDITIONS OF BID AND CONTRACT

01. After the issuance/ Uploading of NIB, any amendments/ corrigendum/ addenda shall be issued/ uploaded only on the E-procurement website i.e. www.eproc.rajasthan.gov.in of the State Government. No request for intimation of such amendments/ clarifications/ corrigendum/ addenda by E-mail/ letters shall be considered.
02. Instructions to Bidder for E-Bidding Process:-
 - I. The probable Bidder intending to participate in this bid are required to get themselves registered on the website www.eproc.rajasthan.gov.in. Digital Signature Certificate (DSC) Type-II is required under Information Technology Act-2000. The Digital Signature, which will be used for signing the online bids, can be obtained by the Bidder from the agencies authorized by Controller of Certifying Authorities (CCA). The Bidder already having valid Digital Signature Certificates are not required to obtain fresh DSC.
 - II The bids shall be submitted online in the format on the above mentioned website with digital signature.
 - III The Bidders must ensure that scanned copy of all the tender document with all relevant document as per technical bid check list with DDs and other essential document to be enclosed have been attached and submitted online. All the attachments should be in PDF format.
 - IV RSGSM shall not be responsible in any manner for any delay/ failure on the part of Bidder in online submission of the bids within stipulated date and time.
 - V All the columns of the lists/ formats / attachments must be filled completely, clearly and in readable form and submitted online.
 - VI RSGSM shall not be responsible for any failure of bidder in online submission of the bids which may occur due to improper understanding/ compliance of the instructions for online submission.
03. 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

The Bids shall be filled complete in all respects and shall be together with requisite information in the manner detailed above. Any Bids incomplete in any respect and violating any of the instructions shall be liable to be rejected. If the space in the Bids or any schedule or Performa is insufficient, pages may be separately added and numbered.
04. The acceptance of Bids will rest with the RSGSM and it is not binding on the RSGSM to accept the lowest Bids or any of the Bids. The RSGSM reserves the rights to reject any or all the Bids without assigning any reason thereof.
05. The overall responsibility for satisfactory performance/ **complete supply, erection, commissioning including civil work and structure of plant** shall be strictly in the scope of the successful Bidder only and they will ensure the proper workmanship. They shall have to undertake responsible for the same as stipulated in the TENDER/ Agreement.
06. Conditional Bids and Bids which are incomplete and otherwise considered defective and not in accordance with the Bid conditions, etc are liable to be rejected.
07. If the Bidder deliberately gives wrong information in his Bids, the RSGSM reserves the right to reject such Bids at any stage or to cancel the contract, if awarded and forfeit Bid security .
08. Canvassing in any form in connection with the Bids is strictly prohibited and the Bids submitted by the Bidder who resort to canvassing are liable for rejection.

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09. Should a Bidder or in the case of a firm or Company one or more of its partners / shareholders holding more than 20% shares in the company/ directors have a relation or relations, employed in the capacity of an officer of the RSGSM, the authority inviting Bids shall be informed of the fact along with detail of the officer. Failing this, the RSGSM may, at its sole discretion, reject the Bids or cancel the contract and forfeit the Bid security.
 10. The Bids submitted by a Bidder shall become property of the RSGSM who shall have no obligation to return the same to the Bidder.
 11. The RSGSM shall not be liable for any expenses incurred by the Bidder in the preparation and submission of the Bids irrespective of whether the Bids is accepted or not.
 12. The Bidder shall have to carefully study and understand the conditions, etc. If there is any doubt about the meaning of any terms, conditions then it should refer to the G.M.,RSGSM Sriganganagar and get clarification. The decision of the GM RSGSM SGNR regarding interpretation of the conditions shall be final and binding on the Bidder.
 13. Bidder is hereby explicitly warned that the 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 as an authorized signatory.
 - 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 this. A copy of any document under which such authority is given should be forwarded with the tender, if a copy has not already been sent to the RSGSM already.
 14. **No counter condition shall be accepted.**
 15. The bidder shall not Assign or Sublet his contract.
 16. The Bidder should Sign the Bid Form at the end of each page as token of his acceptance of all the terms and conditions of the Tender.
 17. When the Bid Security in full or in part is proposed to be forfeited, a notice will be given to the Bidder to explain within 15 days as to why the Bid Security should not be forfeited for failure to complete the work done .
 18. In the event of any breach of conditions of the contract at any time on the part of the Bidder, the contract may be terminated summarily by the Director Incharge with such conditions as may be deemed fit.
 19. The mode of payment shall be according to special conditions of contract.
 20. Remittance charges on payment made to firms through cheques/RTGS etc. will be borne by the successful bidder/contractor.
 21. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at srikaranpur /sriganganagar only.
 22. Direct or indirect canvassing on the part of Bidder or their representatives will disqualify them.
- Note:- **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

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

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CHECK LIST (TECHNICAL BID)

To be filled by the bidder

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

SN	Particulars	Details to be filled by bidder	Pg. No.
	Signed Tender Document		
1)	Name of Firm	_____	
2)	Nature of firm and year of Establishment		
3)	Name of the Owner and address of directors and key persons in case of the limited company. (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)	_____	
4)	Name and address of partners in case of the partnership firm alongwith deed and MOU. (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)		
5)	Address: - i. Office /branch Address, Phone No, Fax No, Email	_____ _____ _____	
6)	Valid company Registration Certificated .		
7)	P. F. registration number		
8)	GSTIN / Excise, if required (Registration with the Sales Tax Department) (Enclose Copy of Certificates of GSTIN)		
9)	Income Tax Permanent Account No. (Enclose copy of PAN No.)		
10)	Work contract registration under section 7 and 11 of contract labour act 1970.		
11)	A copy of last three years income tax return		
12)	Name of banker Telephone, Fax & E-mail with full address:		
13)	Type of account and account No.: Whether the firm has any suits/claims pending with tax authorities: (attach details)		
14)	Eligibility Criteria as per Special terms conditions		

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15)	Three years audited balance sheet and certificate issued by Chartered Accountants with the average annual turnover Rs 10 crore or more		
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Please Note :

1. All the Copies Submitted should be duly attested/Certified by a Self-attested/Gazetted Officer/Notary public / Oath Commissioner)

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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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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 25% 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.

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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- F

UNDERTAKING FOR FINANCIAL BID OFFER

To
General Manager
Rajasthan State Ganganagar Sugar Mills Ltd.
CHAK 23 F, SRIKARANPUR ,
DISTT- SRIGANGANAGAR(RAJ.)
(rsgmsgnr@yahoo.co.in)

SUB.: We, the undersigned, **For Modification of Distillery capacity 30 KLPD R.S. plant with 1.2 MW biomass based (multifuel boiler and power plant) to 30 KLPD ENA plant and machinery as per DPR complete supply, erection, commissioning including civil work and structure at Chak 23F, Teh. ShriKaranpur, Sriganganagar.** as specified in Bid document in conformity with the said Bid Document, including Addenda Nos., (_____) (if any).

1. If our Bid is accepted, we undertake **For Modification of Distillery capacity 30 KLPD R.S. plant with 1.2 MW biomass based (multifuel boiler and power plant) to 30 KLPD ENA plant and machinery as per DPR complete supply, erection, commissioning including civil work and structure at Chak 23F, Teh. ShriKaranpur, Sriganganagar.** per detail given in the biddocument/ agreement .
2. If our Bid is accepted, we will provide the Performance Security for the due performance of the Contract .
3. We understand that you reserve to yourself the right to accept or reject this Bid whether it is lower, the same or higher than any other Bid, or for any other reason whatsoever.
4. We undertake to do any extra work not covered by the above Financial Bid Proforma which may be ordered by the 'RSGSM' and hereby agree that the value of such extra work shall be determined as provided for in the 'Terms and Condition' of the Contract or as mutually agreed.
5. We agree to abide by this Bid for the period of 90 days from the Opening of Technical Bids or extended date pursuant to Clause 24 of the instruction to Bidder, and it shall remain binding on us for that period.
6. Until a formal Contract is executed, the letter of acceptance or letter of intent shall constitute a binding contract.
7. All correspondence related to this Bid is to be addressed to the undersigned (Bidder) at the following address (also give phone & fax nos., mobile no. and email id):

Dated this _____ day of _____ 2020

(Signature)
(In the Capacity of)
Duly authorized to sign Bid for and on behalf of

Witness (signature of Witness with address)

Rajasthan State Ganganagar Sugar Mills Limited

CONTRACT AGREEMENT (PERFORMA)

This Agreement is made on the ____ day of _____ 2023 between **Rajasthan State Ganganagar Sugar Mills Limited Sri Ganganagar** having its Head Office at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006. (Hereinafter referred to as 'RSGSM') –

FIRST PARTY

AND

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

SECOND PARTY

1. The expression of first and second party shall mean and include their Representatives, Heirs, Successors, Legal Representative Administrators, Nominees & Assigns etc.
2. That the duration of this contract shall be upto end of successfully completion of the project. RSGSM reserves the right to increase the order as per RTPP rules 2013.
3. That the tender form as submitted by the tenderer and all the terms and conditions enumerated therein as well as that in the Purchase Order, provision of which would have superseding effect in case of any contradiction in any condition of the tender and that of the Purchase Order.
4. The conditions of the tender and contract for open tender enclosed to the **NIB No.** _____ 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.
4. Purchases Order No. _____ dated _____ issued by the RSGSM and appended to this agreement regarding _____ to first party (RSGSM Ltd. Sri Ganganagar) by the second party shall also form part of this agreement.
5. As per described in tender document
6. The supplier shall be responsible for proper standard packing so as to avoid damage in transportation and delivery of material in good condition at destination. In the event of any loss, damages, breakages or leakages or any shortages found by the checking / inspecting staff at the Sugar Factory Store at Sri Ganganagar the same shall be debited to the supplier.
7. The RSGSM reserves the right to reduce or altogether cancel the approved quantity of supply. The RSGSM shall not be liable for any claim by the supplier in such an event.
8. The supplier shall make supplies as per the given specification and in accordance with the time given in the supply schedule as per orders placed to them.
9.
 - (i) Should The supplier fail to execute the order/contract within the period specified in the Tender form / supply schedule, and if such failure to deliver/complete in prescribed time as aforesaid have arisen from, any unforeseen cause such as strike, fire, accident, act of GOD resulting in stoppage of work in the factory of the manufacturer or similar reasons which the RSGM may find valid for an extension of the time he may extend the period without charging any agreed liquidated damages, His decision shall be final regarding the sufficiency or otherwise of ground for extension of time.

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(ii) Should the supplier fail to execute the order/contract within the period specified in the Tender Form/ Supply Schedule. The General Manager RSGSM Incharge may at his discretion allow extension of time, subject to recovery from the supplier as liquidated damages and not by way of penalty, as sum equal to the following percentage of the value of goods which the supplier has failed to supply for the period of delay as stated below :-

- (a) Delay upto on fourth period of the prescribed delivery Period. 2 ½%
- (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. – 5%
- (c) Delay exceeding one Half but not exceeding three fourth of the prescribed delivery period. -7 ½%
- (d) Delay exceeding three fourth of the prescribed delivery period. - 10 %

Notes:

(I) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(ii) The maximum amount of agreed liquidated damages shall be 10%

(iii) When the supplier is unable to complete the order/contract within the specified or extended period the company shall be entitled to accept supply and get the work done from the open market without notice to the supplier, but at his risk and cost i.e. supplier Account and risk. The goods or any part thereof which the supplier has failed to supply or if not available, the best and nearest available substitute thereof or to cancel the contract and the supplier shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the supplier. But the supplier shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sum accruing to the supplier under this or any other contract with the company. If recovery is not possible from the bills and the contractor fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the company.

10. Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied item even after the final payment. If quality of supplied goods are not found upto the mark, the suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier . In this regard any claim of supplier shall not be accepted.

11. Arbitration Clause. : In case of any dispute arising in contract, the matter will be referred to Sole Arbitrator appointed by General Manager, RSGSM Sriganganagar whose decision shall be final and binding on both the parties.

12. The venue of the arbitration shall be Sriganganagar only and jurisdiction for any matter/dispute arising out of or concerning or connected with such arbitration and contract shall be Sriganganagar only.

13. That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the RSGSM and the Supplier have here unto set and subscribed their respective signatures in the presence of following witnesses:-

For M/s. _____ General Manager (Purchase)
Authorised Sinatory RSGSM, Sriganganagar

Witness

1. _____
2. _____

Witness

1. _____
2. _____

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The bidder shall execute the agreement (within 10 days issuing purchase order) on a non judicial stamp of specified value at its cost.