

वेबसाईट: www.rajexcise.gov.in ई-मेल : rsgsmggnr@yahoo.co.in

ई-निविदा आमंत्रण सूचना

वित्तीय वर्ष 2018-19 में 23एफ कमीनपुरा स्थित शुगर फैक्ट्री हेतु क्वीक लाइम के सप्लाई हेतु निविदा प्रपत्र

वित्तीय वर्ष 2018-19 के लिये

द्वि-भाग निविदा

भाग- प्रथम

तकनीकी निविदा

निविदा क्रमांक-क्रय/04/18-19/23 एफ, शुगर फैक्ट्री/

दिनांक 24.05.2018

निविदा प्रपत्र डाउनलोड करने का दिनांक व समय : दिनांक 28.06.2018 को सायं 6.00 बजे तक

निविदा प्रपत्र अपलोड करने की अन्तिम दिनांक व समय : दिनांक 28.06.2018 को सायं 6.00 बजे तक

तकनीकी निविदा खोलने की दिनांक व समय व स्थान : दिनांक 29.06.2018 को अपराह्न 12.00 बजे 23एफ कमीनपुरा, आरएसजीएसएम, कार्यालय

वित्तीय निविदा खोलने की दिनांक व समय : वित्तीय निविदा खोलने की सूचना ई-प्रोक द्वारा स्वतः मैसेज के माध्यम से दी जावेगी

निविदा प्रपत्र मूल्य पी.पी.बैग्स : रुपये 1000 मात्र + जी.एस.टी 18%

निविदा प्रोसेसिंग मूल्य : रुपये 1000 मात्र

राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड	
परिचय	
निविदा क्रमांक	क्रय/04/18-19/23 एफ, शुगर फैक्ट्री
उपापन संस्थान	राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड
उपापनीय सेवा का विवरण भाग लेने हेतु योग्य फर्म	वित्त विभाग के नोटिफिकेशन क्रमांक F.1(8)/FD/GF&AR/2011 दिनांक 19-11-2015के अनुसार अधिकृत फर्म
निविदा प्रपत्र का मूल्य	रु. 1000 + GST@18%का RSGSM Ltd. (Payable at Sriganganagar) के पक्ष में जारी चैक/डीडी व्यक्तिशः या डाक द्वारा कंपनी मुख्यालय की कय शाखा में निर्धारित तिथि व समय पूर्व/तक पहुंचाना अनिवार्य है।
निविदा प्रोसेसिंग का मूल्य	रु. 1000 का MD, RISL (Payable at Jaipur)के पक्ष में जारी बैंकर्स चैक/डीडी व्यक्तिशः या डाक द्वारा कय शाखा में निर्धारित तिथि व समय पूर्व/तक पहुंचाना अनिवार्य है।
निविदा जिसको प्रस्तुत करनी है, अथवा कोई स्पष्टिकरण वाछित है	महाप्रबंधक, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, 23एफ कमीनपुरा तह0 श्रीकरणपुर जिला श्रीगंगानगर ई-मेल : rsgsmsgnr@yahoo.co.in
प्री बिड बैठक	हाँ
बिड की भाषा	—
निविदादाता को बिड के साथ संलग्न करना है—	निविदा की शर्तों एवं चैक लिस्ट में उल्लेखानुसार
दरों की वैधता अवधि	तकनीकी निविदा प्रस्तुत करने की तिथि से 90 दिवस
बोली प्रतिभूति राशि	31000 /—
अधिकृत करना	निविदादता के लैटर हैड पर पॉवर ऑफ अटॉर्नी या अधिकृति पत्र
निविदा प्रपत्र को डाउनलोड करना	rajexcise.gov.in or sppp.raj.nic.inपर देखा जा सकता है एवं वेबसाइटeproc.rajasthan.gov.inसे डाउनलोड किया जा सकता है।
निविदा डाउनलोड व अपलोड करने का अन्तिम दिनांक व समय	दिनांक 28.06.2018 को सायंकाल 6.00 बजे तक वेबसाइट eproc.rajasthan.gov.in
तकनीकी निविदा खोलने की दिनांक व समय	दिनांक 29.06.2018 अप्राह्न 12.00 बजे eproc.rajasthan.gov.in द्वारा 23एफ कमीनपुरा तह0 श्रीकरणपुर जिला श्रीगंगानगर।
वित्तीय निविदा डाउनलोड करने की दिनांक व समय	ई-प्रोक द्वारा स्वतः मैसेज प्रणाली के माध्यम से दी जावेगी
प्रथम अपील प्राधिकारी का पदनाम व पता	महाप्रबंधक, राजस्थान राज्य गंगानगर शुगर मिल लि0, 23 एफ शुगर फैक्ट्री, तहसील— श्रीकरणपुर, जिला श्रीगंगानगर
द्वितीय अपील प्राधिकारी का नाम व पता	वित्तीय सलाहकार, मुख्यालय जयपुर

मैं / हम(व्यक्ति / फर्म / कंपनी आदि) बहसियत
.....(पदनाम / प्रास्थिति) द्वारा समस्त बिड दस्तावेज का
ध्यानपूर्वक अध्ययन कर लिया गया है एवं इसके समस्त प्रावधानों व शर्तों से बाध्य होना
स्वीकार करते हैं तथा स्वीकारोक्ति स्वरूप सभी पृष्ठों पर आद्याक्षर कर दिये गये हैं।
मेरी / हमारी जानकारी निम्नानुसार है—

व्यक्ति / फर्म / कंपनी का नाम _____

कार्यालय पता _____

फैक्ट्री का पता _____

दूरभाष संख्या _____ कार्यालय

निवास

फैक्ट्री

फैक्स

ई-मेल

मोबाईल

वैधानिक विवरण:—

माल एवं सेवाकर पंजीयन संख्या (GSTIN)-----

पैन नंबर-----

जी.एस.टी जमा की विवरणी का संदर्भ-----

बोली प्रतिभूति राशि मय मदिरालय का विवरण

डिमान्ड ड्राफ्ट/बैंकर चैक संख्या एवं दिनांक-----

डिमान्ड ड्राफ्ट/बैंकर चैक राशि-----

निविदादाता का बैंक का नाम-----

बैंक खाता संख्या-----

बैंक आरटीजीएस न0-----

हस्ताक्षर-----

नाम व पदनाम हस्ताक्षरकर्त्ता-----

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

निविदादाता द्वारा निम्नलिखित राशि आरएसजीएसएम कार्यालय, 23 एफ कमीनपुरा में नियमानुसार जमा करानी होगी:-

क्र. सं.	शुल्क विवरण	शुल्क	भुगतान का प्रकार	देय
1	निविदा शुल्क	1000+ GST 18%	डिमाण्ड ड्राफ्ट	RSGSM, Ltd.Jaipur
2	ई-टेन्डरिंग प्रक्रिया शुल्क	1000 /-	डिमाण्ड ड्राफ्ट	Managing Director, RISL, Jaipur
3	निविदा की अनुमानित लागत	15.50 लाख		
4	अमानत राशि	2%अनुमानित मूल्य का 31000 /-	डिमाण्ड ड्राफ्ट	RSGSM, Ltd.Jaipur

*10.00 लाख से अधिक होने की स्थिति में रुपये 10.00 लाख से अधिक धनराशि ड्राफ्ट/बैंक गारन्टी द्वारा उपरोक्त राशि निविदादाता द्वारा आरएसजीएसएम, 23एफ कमीनपुरा तह0 श्रीकरणपुर जिला श्रीगंगानगर में दिनांक **28.06.18** को सांय **6.00** बजे तक जमा कराना आवश्यक है।

2. निविदा में सभी संशोधन निविदा जारी करने के उपरान्त eproc.raajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। निविदादाताओं द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।

3. ई-टेन्डरिंग के लिये निविदा दाता हेतु निर्देश

अ. निविदाओं में भाग लेने वाले निविदादाताओं को इन्टरनेट वेब साइट eproc.raajasthan.gov.in पर रजिस्टर करवाना होगा। ऑन लाइन निविदा में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-II), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साइन करने हेतु काम आयेगा। निविदा दाता उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA)द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदा 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. निविदा दाताओं को निविदा प्रपत्र एवं संबंधित दस्तावेज इलेक्ट्रॉनिक फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।

स. इलेक्ट्रॉनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवे कि निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी निविदा प्रपत्रों के साथ अटैच कर दी गयी है।

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

य. टेण्डर के प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।

र. ऑन लाईन निविदा भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप निविदा प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।

ल. यह स्पष्ट किया जाता है कि किसी भी स्थिति में भौतिक रूप में निविदायें स्वीकार नहीं की जायेगी। इच्छुक निविदादाता के लिये ई-निविदा प्रक्रिया अपनाना अनिवार्य है।

नोट:-इस निविदा में राजस्थान राज्य सरकार द्वारा जारी नोटिफिकेशन क्रमांक **F.1(8)/FD/GF&AR/2011 Dated 19.11.2015** के अनुसार राजस्थान में स्थित MSME/SSI में रजिस्टर्ड फर्मों से प्राप्त निविदाएं मान्य होगी जो फर्म उक्तानुसार रजिस्टर्ड नहीं है वह निविदा में भाग नहीं ले उनकी निविदाओ पर विचार नहीं किया जावेगा।

वित्तीय वर्ष 2018–19 में 23एफ कमीनपुरा स्थित शुगर फैक्ट्री में क्वीक लाइम के सप्लाई हेतु निविदा के संबंध में विशेष शर्तें

टिप्पणी—लोक उपापन के संबंध में “राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012” एवं “राजस्थान लोक उपापन में पारदर्शिता नियम 2013” प्रभावशील हैं एवं राज्य लोक उपापन पोर्टल <http://sppp.raj.nic.in> पर उपलब्ध है। अतः समस्त बोलीदाताओं को सलाह दी जाती है कि वे बोली प्रक्रिया में भाग लेने से पूर्व इन नियमों से भलीभांति परिचित हो लेवे। यदि लोक उपापन अधिनियम, नियम तथा इस बोली दस्तावेज के किन्हीं प्रावधानों के बीच असाम्यता हो तो अधिनियम, नियम में उल्लेखित प्रावधान तथा आशय ही मान्य/प्रभावी रहेगा।

कार्य का विवरण : वर्ष 2018-2019 के दौरान राजस्थान स्टेट गंगानगर शुगर मिल लि0 कमीनपुरा पर शुगर फैक्ट्री में क्वीक लाइम (Cao% above 85) उपलब्ध कराने हेतु शर्तें

The Size specification & quality required are given in the Financial Bid The material other than the prescribed size specifications would not be accepted by RSGSM Ltd. Therefore bidders should offer their rates for the material having these size specification only, In case where the specification of any item is not mentioned, the Quality of goods shall be as per I.S. Specifications In this regard supplier firm shall submit an affidavit.

Technical Specification are as under:-

- 1- Quick lime Cao %- above 85% and free from silica and Mn.
- 2- Quality of lime below 80% Cao content will not accepted & for below 85% Cao content proportionate deduction will be made. Cao content will be checked in sugar lab and report will be admissible to the party. After analysis truck will be taken inside the factory premises for unloading.
- 3- The quantity may be increased or decreased as per availability of cane in crushing season 2018-19. The quantity is to be supplied Lot wise/weekly as first lot in month of November 2018 and rest quantities with consent of CC/DyCC.

Packing :- The goods to be packed in such a way that it does not break during loading, transportation & unloading and no negative effect on shape, quality, etc. happen in handling of packages of the goods.

01. Rate :- Single Rates should be quoted in Financial bid on F.O.R. 23F Kaminpura, Keshrisinghpur, Sugar factory chak 23-F kaminpura Sri Ganganagar basis including unloading at site.

02. Evaluation :- The bids will be technically and financially evaluated. The tenderer will provide complete Profile of the Company/ organization including detail of clients to whom material was supplied in the past mentioning the year of supply under the entire satisfaction of clients. If there was any dispute about quality of material or otherwise the same must be specified by the bidders.

03. Deduction in case of variation in Specification beyond permissible limits:

- I. Substandard goods shall not be accepted.

II. If in case of emergency, the same are considered, then the proportionate deduction as decided by The GM, RSGSM LTD, shall be made from the payment, of the bills of supplier.s

- 04.** 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 firm. In this regard any claim of supplier shall not be accepted.
- 05. Escalation :-** Rates would be firm during the period of contract. No escalation in prices would be allowed.
- 06. Verification:-** Verification of every consignment of goods shall be done by authorized representative of RSGSM Ltd at Sugar Factory Store at 23-F kaminpura Sriganganagar after receipt of material.
- 07. Testing :-** Testing of the quality of goods would also be done wherever necessary.
- 08.** No increase in C.E. duty shall be allowed on the basis of increase in turnover.
- 09. Payment:-** **Generally 100% payment would be made after receipt of material at Sugar Factory Store at 23-F kaminpura Sri Ganganagar after satisfactory inspection of the quality by the authorized representative of the company. However, in exceptional circumstances where it is considered absolutely necessary by RSGSM, payment terms as follows, can be considered by the company:-**
- i)** 75% payment against negotiation of the documents through bank and
- ii)** 25% payment after receipt of material at Sugar Factory store at 23-F kaminpura SriGanganagar after verification of quality by the representative of the company deputed for this purpose.
- 10. E.M.D. (Bid Security.)-** Bid security shall be as mentioned in notice inviting bids which is equivaled to 2% of the estimated value of the material . In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids. A bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. Bid securing declaration shall necessarily accompany sealed bid. The bid security may be given in the form of cash, a banker's cheque or demand draft.

Amount of EMD more than Rs.10.00 Lac can be deposited by way of DD/B.C./Bank Guarantee. Tender without appropriate EMD Shall not be accepted. The Bid Security must remain valid

Thirty days beyond or extended validity period of the bid. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

The Bid security taken from a bidder shall be forfeited 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.

मात्रा अनुसार कुल निविदा मुल्य का आंकलन किया गया है, शर्तों के अनुसार कुल निविदा मुल्य की 2 प्रतिशत अमानत राशि के आधार पर सम्पूर्ण निविदा मात्रा पर आंकलित की गई अमानत राशि प्रत्येक निविदा दाता को जमा करानी अनिवार्य है जिसके अभाव मे निविदा स्वीकार नहीं होगी जिसके लिए निविदा दाता स्वयं जिम्मेदार होगा।

11. Performance security.- The amount of performance security shall be 5% of the amount of supply order. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. Performance security shall be furnished within 15 days from the date of issue of purchase order in any one of the following forms-

- (a) Deposit through eGRAS;
- (b) Bank Draft or Banker's Cheque of a scheduled bank;
- (c) Amount more than Rs.10.00 Lac can be deposited by way of DD/B.C./Bank

Guarantee. Performance security shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the General Manager in this regard shall be final. No Interest shall be paid on such deposit. No adjustment of any previous balance against EMD will be allowed.

12. Supplier should be a manufacturer, distributor or bonafide dealer dealing in the goods for which tenders are invited.

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

- 14. Quantity & Estimated Value of Tender :-** The quantity of goods sought to be purchased is mentioned in financial bid which is approximate and tentative, it is subject to variation as per Rajasthan Government directives and policies. The Quantities are subject to permissible variation of $\pm 1\%$. The management reserves the right to change the specification, size, design and quantity anytime during the contract.
- 15. Variation in quantity:** Variation upto $\pm 1\%$ shall be allowed in Total Quantity to be supplied for the purpose of completion of the Supply Order.
- 16. Cancellation :** In case RSGSM do not require part or entire ordered quantity, due to any reason, it may cancel the part or entire order during the period of contract and/or any extended period, for which no claim of the supplier shall be entertained.
- 17.** Any duty, taxes etc. paid at the time of purchase shall be refunded to RSGSM in the event of the same being held to be not payable.
- 18. Repeat Order (Right to vary quantity)-**
The limit of repeat order shall be 50% of the value of goods of the original contract.
- 19. Inspection :**
The RSGSM Ltd. may carry out sudden inspection of the factory/ works /office /shop or of the show room of the Tenderer before or during the supply contract without prior intimation. If these are found un-functional or the given information if found otherwise than as mentioned in the Tender his EMD/Security Deposit shall be forfeited.
- 20.** Management reserves the right to reject the Tenders of suppliers whose report have been found unsatisfactory any time during the supply contract or tenderers who have been black listed for any reason anytime during the supply contract.
- 21.** Management reserves the right to give tenderers applying for the first time a trial order and only after successfully supplying the trial order as per the specification stipulated in the Tender conditions the tenderer shall be given further order.
- 22. Breakage/defects:-** Transit breakage/ cost of defective materials shall be borne by supplier which shall be known during the process of use and deduction shall be made from suppliers payment.
- 23.** Date of receipt of material at the destination shall be considered for calculating recovery of liquidated damages.
- 24.** Bid must be submitted online only.
- 25.** The financial bid of those tenderers who are qualified in technical bid evaluation would only be opened later on the date to be intimated by RSGSM.
- 26.** Tenderer should enclose certified copy of all the required document as per checklist enclosed with Tender form.
- 27.** Tenderer should enclose certificate showing specifying categories of his industry viz micro, small, medium etc.
- 28.** The tenderer would necessarily enclose copy of permanent registration as SSI Unit from the competent authority to avail benefit of SSI units.
- 29. Dividing quantities among more than one bidder at the time of award.-** As a general rule all the quantities of the subject matter of procurement shall be procured

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

30. Execution of agreement.- The bidder shall execute the agreement on a non judicial stamp of specified value at his own cast.

31. As per instructions of circular No. 3/2013 Dated 04-02-2013 finance (G&T) Department, Govt. of Rajasthan Annexures enclosed. Please read carefully and comply :-

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

Annexure B : Declaration by Bidders regarding Qualifications

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

32. Income Tax, other taxes shall be deducted at source from suppliers bills, if applicable and no reimbursement of the same shall be made by RSGSM.

33. No counter condition shall be accepted.

34. In case of any deviation in special terms and conditions from general terms & conditions, then the special terms and conditions shall prevail upon.

Signature and seal of Tenderer

Rajasthan State Ganganagar Sugar Mills Limited

GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT

1. The tenderer shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If he has any doubt about the meaning of any terms, conditions or specifications etc. he should refer to officer Incharge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the tenderers.
2. Tenders should be filled online only.
3. Tenderers are hereby explicitly warned that individuals signing the tender must specify as follows :-
 - (a) Whether signing as "Sole proprietor of the firm?"
 - (b) Whether signing as registered active partner of the firm?
 - (c) Whether signing for the firm i.e. for procuracionem?
 - (d) In case of Companies and registered firms, as Secretary, Manager, Partner, Director etc. will submit an authorisation of the company. The copy of the document in which authority has been given should be enclosed with the tender if the same has not been sent to the Company prior to the opening at tender.
4. Only manufacturers/distributor who deals into the goods for which they submit tender shall be eligible.
5. Dealer not registered under GST, prevalent in the state where his business is located, may not be eligible for tender. The GST registration numbers should invariably be quoted.
6. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender may be rejected.
8. The unit rates must not under any circumstances be altered and the rates must be entered in words as well as in figures.
 - (a) Rates quoted must be inclusive of all charges and taxes except Central / Rajasthan GST which shall be added at the prevailing rates. The tenderer should however indicate whether supply will be made from within or outside Rajasthan. The rates quoted must be F. O .R. Chak 23 F Suger Mill Store.
 - (b) Any increases in any duty or any other tax imposed by Central Government or State Government after the due date of the tender will be paid extra. Similarly, any reduction in the excise duty or any other tax after the due date of tender will be paid less to the party.
 - (c) If GST is charged by the supplier/manufacturer, they would be required to issue invoice performa as prescribed by government. Such party should specifically indicate the guaranteed amount of GST credit which would be available to the company under GST scheme of GST department. In case such credit falls short than the guaranteed amount the difference would be recoverable from their bills.
9. The tenderer shall not assign or sublet his contract or any part thereof to any other agency.

10. The tenders should sign the tender form at the end of each page as a token of his acceptance of all the terms and conditions of the tender.
 11. The tender must be accompanied by an earnest money as required which is equivalent to 2% (0.5% in case SSI/Cottage industries registered with Industries Department of Rajasthan) of the value of the items tendered without which the tender shall not be considered. The earnest money should be deposited by cash, DD or Banker cheque in the name of Rajasthan State Ganganagar Sugar Mills Limited,' payable at Sriganganagar.
- Note : (1) The rates should be quoted in a sealed cover and DD should be in a separate enclosure with the sealed cover in the manner prescribed by RSGSM Ltd.
(2) The earnest money will be refunded to unsuccessful tenderer after final acceptance of the tender whereas in case of successful tenderer, it will be treated a part of the security deposit.
12. No request for adjustment of outstanding claim of any kind against the company towards EMD/SD will be entertained, and failure to deposit the EMD/SD in full amount will always result in cancellation of tender.
 13. Successful tenderers will have to deposit security money or an amount equal to 5% (1% in case of SSI/Cottage Industries of Rajasthan registered with Industries Department) of the actual value of the articles by way of DD/Pay order in favour of the Rajasthan State Ganganagar Sugar Mills Ltd. within specified period from the date of issue of purchase order. The purchase order duly accepted & signed by the tenderer shall be an agreement for supply. The security money will be refunded after the completion of the contract. No interest will be paid by the Company on the security money. If a tenderer fails to deposit the required security within the period specified, such a failure will be treated as breach of the terms and conditions of the tender and will result in the forfeiture of the earnest money in part or in full at the discretion of the Company for reason to be recorded.
 14. **TENDER SHALL BE VALID for 90 days from the dead line for submission of Bids**
 15. The tenderer 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.
 16. The tenders should be submitted along with samples, if required.
 17. The quantities shown in the tender notice are approximate and it may be increased upto 50% by repeat order. The supply shall have to be arranged according to requirements as and when orders are placed throughout the contract period.
 18. The time specified for supply of goods shall be deemed to be the essence of the contract and the successful tenderer shall arrange supply/work within that period on receipt of work/supply order from the Company.
 19. (i) If the contractor fails to execute the order/contract within the period specified in the tender, and if such failure have arisen from, any unforeseen cause such as strike,

fire, accident, any natural calamity resulting in stoppage of work in the factory, of the manufacturer or similar reasons which the General Manager 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 tenderer fails to execute the order/contract within the period specified in the tender, the General Manager of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the tenderer as liquidated damages and not by way of penalty, a sum equal to the following percentage of the value of goods which the tenderer has failed to supply for the period of delay as stated below :-

(a) Delay upto one fourth period of the prescribed delivery period – 2.5%

(b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5%.

(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5%.

(d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period – 10%.

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 tenderer 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 tenderer but at his risk and cost i.e. tenderer's account and risk the goods or any part thereof which the tenderer has failed to supply or if not available the best and nearest available substitute thereof or to cancel the contract and the tenderer shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the tenderer. But the tenderer 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 tenderer 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.

20. When the security money (Performance security) in full or in part is proposed to be forfeited, a notice will be given to the tenderer to explain within 10 days as to why the security money should not be forfeited for failure in completing the supply in time.

21. 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 Incharge of the Company with such conditions as may be deemed fit.

22. Remittance charges on payment made to firms except through cheques will be borne by the supplier unless specifically agreed by the Company.

23. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Sriganganagar city only. Direct or indirect canvassing on the part of tenderers or their representatives will disqualify them.
24. In case of any dispute arising in contract, the matter will be referred to Sole Arbitrator appointed by General Manager, RSGSM whose decision shall be final and binding on both the parties.
25. (i) The company reserves the right to accept any tender not necessarily the lowest any tender without assigning any reason and accept any tender for all or anyone or more of the goods for which the tender has been given.
(ii) If the tenderer resiles from his offer or offers new terms after opening of the tender, his earnest money (Bid Security) is liable to be forfeited.
(iii) The submission of more than one tender and under different names is prohibited.
(iv) Any relationship or business connection that may exist between tenderer and any official of the Rajasthan State Ganganagar Sugar Mills Ltd., Should be declared. If this information is found to have been suppressed, then contract, if any, entered into may be cancelled forthwith without notice and compensation and any amount may have been deposited will be forfeited and credited to the Company.
26. Specifications (if any) of the items for which tenders are invited are given in the Financial bid.
27. The Goods and service tax (GST) shall be paid as per rules of GST act for which necessary details should be provided by the supplier.

Signature and seal of Tenderer

**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD.,
SRIGANGANAGAR (RAJASTHAN)**

निविदा क्रमांक-क्रय / 04 / 18-19 / 23 एफ, शुगर फैक्ट्री /

दिनांक 24.05.2018

TECHNICAL BID CHECK LIST

(Information to be provided along with the Tender Documents & requisite EMD (Bid security). Without Bid security the Tenderer shall not be considered for Financial Bid)

01. Name of the Tenderer

02. Capacity in which tenderer submitted tender

03. Whether tenderer is manufacturer

(if so enclose copy of Factory license.)

04. Whether Registered with the Industries Department

(Enclose Copy of Permanent SSI Unit Certificate or equivalent)

05. Registration with the GST

(Enclose Copy of GST Certificates)

06. Income Tax Permanent Account No.

(Enclose copy of PAN card)

07. EMD(Bid security) Submitted

(Mention Details)

08. List of clients is whome such material was supplied in the past indicating year of supply and cost etc.

09. Whether declaration in Annexure F enclosed

Signature of the Tenderer

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

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.

- (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.

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

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.

Annexure 'E'

(To be Produced with Technical Bid wherever required)

To whome it may concern

Authorisation Certificate

Cerified that –M/S-----

----- (Name of firm submitting tender)

are Manufacturer to sale -----

----- (mention brand name of prodect)

Manufactured by us, in -----districts of ----- (Mantion name of state) in INDIA

This authorisation is valid upto -----

Dated-----

Singnature of
Manufacturer with complete
Address

Annexure 'F'

Technical Bid Submission Sheet

निविदा क्रमांक-क्रय/04/18-19/23 एफ, शुगर फैक्ट्री/

दिनांक 24.05.2018

To,
The GM
RSGSM Ltd.
Sriganganagar

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 Quick Lime Cao% above 85%.
- (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.
 - (i) 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 authorised to sign the Bid for and on behalf of _____

Date _____

Tel: _____ Fax: _____ e-mail: _____

(Shall be submitted along with the Bid Security)

RATE CONTRACT AGREEMENT(Performa)

This Agreement is made on the ____ day of _____ 2018 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 '**Supplier**') 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 cane season 2018-19 RSGSM reserves the right to increase the quantity upto 50% by way of repeat order.
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** 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 supply of _____ to first party (RSGSM Ltd. Sri Ganganagar) by the second party shall also form part of this agreement.
5.
 - (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 pay through Cheque 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:-
 - i) 75% payment would be made by against negotiation of the documents to bank and
 - ii) 25 % payment would be made after receipt of material at Sugar Factory Store at 23-F Kaminpura Sri Ganganagar after verification of quality by the representative of the company deputed for this purpose.

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 23-F kaminpura 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.
 - (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. _____