

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
(A Government of Rajasthan Undertaking)
Udyog Bhawan, Tilak Marg, C-Scheme,
Jaipur-302005

Phone: 0141-5115760-64 Fax: 0141-5115766
website: www. rajsico.gov.in; e-mail: rajsico@ rajasthan.gov.in

e-Tender for supply of
Steel Body Desert Cooler
(Two Bid System)

Tender Form Cost Rs.1000/- for SSI Units only (Non refundable)

RISL Processing Fees: Rs. 1000/-(Non refundable)

Earnest Money Deposited: Rs. 10,000/-(Refundable)

S.No.	Schedule	Date	Time
1.	Publishing Date	09.01.2013	16.00
2.	Document Download Start Date	09.01.2013	17.00
3.	Document Download End Date	29.01.2013	13.00
4.	Bid Submission Start Date	09.1.2013	18.00
5.	Bid Submission End Date	29.01.2013	18.00
6.	Bid Opening Date	30.1.2013	11.00
7.	Submission of Demand Draft/Banker Cheque of Tender Cost(including processing Fees) and Earnest Money	From 09.1.2013 time 5.00 PM upto 30.01.2013 till 11.00 AM	From 09.1.2013 time 5.00 PM upto 30.01.2013 till 11.00 AM

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e-Tender Notice Published on 9.1.2013(Rashtradoot)



The Rajasthan Small Industries Corporation Ltd.
(A Government of Rajasthan Undertaking)

Udyog Bhawan, Tilak Marg,C-Scheme,Jaipur-302005

Phone: 0141-2227267; Fax 0141-5115766

Short Term E-Tender BID Invitation Notice
SUPPLY OF BARBED WIRE, POLYTHENE BAGS, TENTS & TARPAULINS AND
STEEL BODY DESERT COOLER

RSIC is inviting online competitive BIDS from SSI Units who are registered from Industries Department, Govt. of Rajasthan for supply of Barbed Wire, Polythene Bags,Tents & Tarpaulins and Steel Body Desert Cooler to the Govt. of Rajasthan Departments, PSUs, etc. rate contract upto 31.3.2014. The Tender/Bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in. The interested bidders shall have to be enrolled/registered with portal of www.eproc.rajasthan.gov.in for participating in the Bidding process.

- *Tender Document Download Start date 9.1.2013 time 5.00 PM end date 29.1.2013 time 1.00 PM*
- *Bid Submission Start Date 9.1.2013 time 6.00 PM end date 29.1.2013 time 6.00 PM*
- *Bid Opening Date 30.1.2013. Time 11.00 AM*
- *Submission of Demand draft of Tender Cost(including processing fees) and Earnest money from date 9.1.2013 time 5.00 PM upto date 30.1.2013 time 11.00 AM*
-

For details visit our website: www.rajsico.gov.in or contact: Dy.Jr.Manager(Mktg.) on 0141-2227267 Ext. 22

Chairman & Managing Director

Terms & Conditions

- (i) The Tender Document is not transferable under any circumstances.
- (ii) Tender shall be submitted online only through www.eproc.rajasthan.gov.in
- (iii) No physical/offline Tender/bid shall be accepted
- (iv) The Earnest Money ,Tender cost shall be in the form of Demand Draft / Banker Cheque of Scheduled Bank drawn in favour of "The Rajasthan Small Industries Corporation Ltd.". payable at jaipur and Processing fees shall be in form of Demand Draft/Banker Cheque of Scheduled Bank drawn in favour of **MD,RISL** payable at Jaipur shall be submitted in the office of the Dy.Jr.Manager(Mktg.), Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur upto schedule date and time.
- (v) The Corporation reserve right to cancel the BID without assigning any reason to the Bidder or anyone else.
- (vi) The Service Tax & other taxes payable if any, under the contract shall be paid by the Bidder
- (vii) Conditional tenders and casual letters sent by the contractors will not be accepted.
- (viii) Bidders are requested to read the instruction in the Technical Document/Bid before submitting the Tender/BID online.
- (ix) The above terms & conditions of the Bids may also be seen on RSIC website www.rajsico.gov.in. alongwith the BID invitation Notice.



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INSTRUCTIONS TO BIDDER

01 INSTRUCTIONS TO THE TENDERERS.

The RSIC is a Government Corporation Registered under Companies Act 1956 and is procuring Steel Body Desert Cooler from SSI units to supply to various Govt. Departments/Corporation specially forest department.

02. SUBMISSION OF TENDER:

Instruction to bidders for online submission of e-tender

- 2.1 The bidders who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in>
- 2.2 Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Singature Certificate(type II or III) as per information technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS,safe-crypt,(n) code,etc or Government of Rajasthan e-procurement Cell,Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate Contact No. 0141-4022688(Help Desk 10 AM to 6 PM on all working days) email: eproc@rajasthan.gov.in Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg,C-Scheme,Jaipur.
- 2.3 Bidder shall submit their offer on-line in electronic formats both for technical and financial proposals; however DD/Banker Cheque for Tender Fees, Processing Fees and EMD should be submitted manually in the office of Tendering Authority(RSIC Ltd.) before scheduled date & time as mentioned in NIT. Scanned copy of DD should also be uploaded along with the online Bid.
- 2.4 Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- 2.5 Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell,RISL for booking the training slot.

2.6 Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.

2.7 Bidders shall have to enter the documents in the “cover” as per the following order:-

(A) TECHNICAL COVER

(a) In the Fee Cover(in PDF/jpg format)

- a. Scanned copy of DD/Banker’s Cheque for tender fee in favour of “The Rajasthan Small Industries Corporation Ltd.”, payable at Jaipur
- b. Scanned copy of DD/Banker’s Cheque for Earnest Money in favour of “The Rajasthan Small Industries Corporation Ltd.”, payable at Jaipur
- c. Scanned copy of DD/Banker’s Cheque for Processing Fees in favour of MD,RISL payable at Jaipur

(b) In the Technical document cover (in PDF)

Scanned copy (signed & sealed) of the Technical Bid (Page No. 6 to 13) along with the following supporting papers(except BOQ Sheet) for evaluation of Technical Bids

1. Attested copy of SSI permanent Registration Certificate of Industries Department / Acknowledgement of Entrepreneurial Memorandum Part-II by the DIC of Steel Body Desert Cooler
2. Appendix ‘D’ regarding Acknowledgement of Entrepreneurial Memorandum Part-II.
3. Attested copy of latest VAT Clearance Certificate.
4. Performance Certificate of last two years as per (Appendix ‘B’).
5. Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by any Government and any Public Sector Undertaking (Appendix ‘A’)
6. Undertaking regarding Production Capacity.(Appendix ‘C’)
7. Details of equipment, vehicles and machinery owned and possessed on date of submission of the tender.
8. Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any contract resulting there from.
9. Affidavit regarding compliance to Terms & Condition of Tender (Annexure ‘E’)

2.8 Tenderer have to participate in all the items mentioned in BoQ “Seclude of price”.

1. RSIC requires that the offers in response to this call to Bid and complete in all respects, be submitted till as per schedule date mentioned above. No Tender will be accepted after due date & time fix for receiving of tender.

2. If the last date fixed for receiving Bids in the office or is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. The explanation will also apply in relaxation to other dates fixed for any purpose whatsoever.
3. **Validity of offer:-** 4 months from the date of opening of tender.
4. The RSIC reserves the right to reject any or all the tenders without assigning any reason thereof.

2.13 Financial Cover(.xls format)

The Bill of Quantity (BoQ) shall be upload after entering the rate/percentage in following BoQ as per the enclosed Technical specification of STEEL BODY DESERT COOLER given under:

S.No.	Schedule No.	Description of Work
1.	BoQ	e-Tender for supply of STEEL BODY DESERT COOLER

Bidders shall enter name of the firm on BoQ Only

Bidders are requested not to edit or change any item or quantity.

Rates are to be filling only on BOQ(in .xls format) sheet only

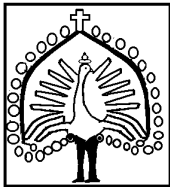
Note: The financial Bids of only those Bidders would be opened and considered who meet the criteria of eligibility.

Special Terms and Conditions : -

- A) The Prices ex-works would also include price of the item ex-destination, if the place of delivery is situated in the same city where the works of tenderer is located.
- B) The price quoted inclusive of all charges except VAT, No extra payment to the supplier on account of Excise duty at the time of delivery, and for inspection charges if any

Special Note:

All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Corporation shall not be responsible for any inconvenience in website and No extension in deposition of Tender/bid shall be allowed for any bidder.



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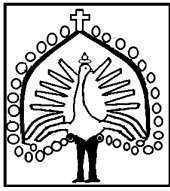
Phone: 0141-5115760-65 Fax: 0141-5115766

Website www.mail.rajasthan.gov.in, E-mail rajsico@rajasthan.gov.in

TECHNICAL BID

CHECK LIST

S.No.	Particulars	Enclosed(Yes/No)
1.	Attested copy of SSI permanent Registration Certificate of Industries Department / Acknowledgement of Entrepreneurial Memorandum Part-II by the DIC of Steel Body Desert Cooler	
2.	Appendix 'D' regarding Acknowledgement of Entrepreneurial Memorandum Part-II	
3.	Attested copy of latest VAT Clearance Certificate.	
4.	Performance Certificate of last two years as per (Appendix 'B').	
5.	Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by any Government and any Public Sector Undertaking (Appendix 'A')	
6.	Undertaking regarding Production Capacity.(Appendix 'C')	
7.	Details of equipment, vehicles and machinery owned and possessed on date of submission of the tender.	
8.	Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any contract resulting there from.	
9.	Affidavit regarding compliance to Terms & Condition of Tender (Annexure 'E')	



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Website www.mail.rajasthan.gov.in, E-mail rajsico@rajasthan.gov.in

TECHNICAL BID

e-TENDER FORM FOR STEEL BODY DESERT COOLER

e- Tender Notice No. Rajsico 07/2012-13

Earnest Money: Rs.10,000/-

1. Name of the Firm _____
2. Telephone No. (Off.)_____ (Res.)_____
3. Office Address of the Firm _____

4. Address of the SSI Unit as per Permanent Regd. Certificate of the Industries Department _____

5. Constitution of the Firm whether Proprietorship/ Partnership/Company _____

- a) **In case of Proprietorship Firm**
Name, Fathers Name and Residential Address of the Proprietor. _____

- b) **In case of Partnership Firm**
Name, Fathers Name and Residential Address of all the Partners. _____

Note: (Enclose the Registration Certificate from the Register of Firms or its attested copy/photocopy of Partnership Deed (Attach separate sheet if space is insufficient).
- c) **In case of Company**
 - i) Regd. No. of the Company _____

- ii) Name and Address of the Directors of the Company _____
(Attach separate sheet if space is insufficient)
- 6) **BANK DETAILS OF TENDERER** _____
 Banker's Name with Branch _____
 Account Type _____
 Account Number _____
- 7) SSI Permanent Regd. Certificate No. issued by _____

 (Enclose an attested photocopy of the same)
- 8) VAT Nos. _____

- 9) PAN No. of the Tenderer _____

 (Enclose a certified copy of the same)
- * E.M.D of RS. 10000/- deposited vide CR
 No. _____
 dated _____ Pay order
 No. _____ dated _____
 drawn on _____.
 (Name of Bank & Branch).
 *(To be filled by the Office)

Signature of the Tenderer with Seal
(Name: -----
(Designation -----

*Attach separate sheet for details, where required.
 *In case of authorized representative signing this document enclose copy of the Authority letter.

DECLARATION

I/We declare that I am/We are registered permanently as Small Scale Unit with the Industries Department, Govt. of Rajasthan and actually engaged in manufacturing of-----

for which I/We have tendered. We shall supply the stores as fabricated/manufactured by our own SSI Unit only and not as a trader.

We are not blacklisted or debarred by the any Government Department/Undertaking.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the tender if and to the extent accepted may be cancelled and the amount of Earnest Money/Security Money may be forfeited.

Signature of the Tenderer with Seal

Presented by _____
Verified by _____

Signature

Gazetted Officer
Or
Magistrate
Or
Notary Public

Date

Time

Signature of the Tenderer with Seal

STATEMENT SHOWING THE PERFORMANCE IN RESPECT OF SUPPLIERS STEEL BODY DESERT COOLER
AGAINST PREVIOUS ORDERS OF MAIN PURCHASING DEPARTMENTS DURING THE LAST TWO FINANCIAL YEAR

Name of Deptt./Office	No. & date of order	Quantity ordered	Quantity supplied	Date of supply delayed supply	Reasons for non-supply	Remarks
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SIGNATURE OF TENDERER WITH SEAL

NOTE: The Statement should be verified by the Chartered Accountants failing which tender is likely to be rejected.

(To be furnished on Rs.10/- non-judicial stamp paper)

UNDERTAKING

Following is the production capacity of the items to be supplied by us against e-Ternder Notice No.Rajsico 07/2012-13

Item	Annual qty. (in Nos.)	Capacity in value

We undertake that as and when orders are placed by the Corporation during the rate contract period the supplies will be made upto the capacity value as noted above.

Attested by Notary Public

Signature of Tenderer with Seal

FORMAT OF AFFIDAVIT
(on non judicial stamp paper of Rs. 10/-)

I.....S/o.....Aged.....years.....
residing at.....Proprietor/Partner/Director
of M/s.do hereby solemnly affirm and declare that:

- (a) My/Our above noted enterprise M/s. has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Center..... The acknowledgement No. is..... dated.....and has been issued for manufacture of following items:
 - (i)
 - (ii)
 - (iii)
 - (iv)
 - (v)
- (b) My/our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
- (c) My/our enterprise is having all the requisite plant and machinery and is full equipped to manufacture the above noted items.

Place:

Signature of Proprietor/Director
Authorized Signatory with Rubber
Stamp and date

VERIFICATION

I.....S/o.....Aged.....yrs.....
residing atProprietor/Partner/Director of
M/s.verify and confirm that the contents at (a),(b) &
(c) above are true and correct to the best of my knowledge and nothing has been concealed therein. So help me God.

DEPONENT

Affidavit regarding compliance to Terms & Condition of Tender
(On Rs.10/- non judicial stamp paper)

Bidder Name:

I/We confirm that I/We are authorized to submit tender on behalf of the firm participating in the tender and have perused the entire tender document including all its amendments till date.

Having perused the subject tender with all amendments(whenever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Tender document including technical particulars, Detailed technical specifications of the product, Special Terms & Conditions and General Terms & Conditions wherever indicated , offer validity , terms of delivery without any deviations whatsoever:

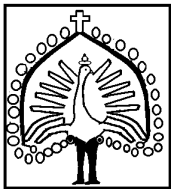
I/We also confirm acceptance of the arbitration clause No. 20 of General Terms & Condition of tender document.

I/We certify that the prices quoted against the tender are competitive and without adopting any unfair / unethical means in including cartelization.

I/We certified that tendering firm have not been banned by any Government Department of the State / PSU from business dealings.

I/We also certified that the information given above is factually correct , true and nothing material has been concealed.

Name of Representative with Signature and Seal



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DETAILED TECHNICAL SPECIFICATION OF STEEL BODY DESERT COOLERS

- A) Speed of the Air Coolers can be as follows:
- i) 900 RPM approx. (6 pole motor)
 - ii) 1100 RPM approx. (4 pole motor)
 - a) In case of 1400 RPM speed coolers there should be at least two speed motors and low speed shall be declared by the Tenderers.
 - b) Electronic regulators conforming to IS:11037/84 with amendment No. 1 may be quoted as optional with both speed of air coolers of all sizes.
 - c) Fan & water pumps are to be quoted separately for replacement supplies.
 - d) Details of additional requirements and information to be furnished by the Tenderer for technical details of equipment as continued and desired under Annexure 'E' enclosed.
- B) Additional requirement for steel body desert cooler
1. Minimum cooling efficiency of the cooler shall be 65%.
 2. Filter panels, front grill and top of the cooler shall be made of 0.8 mm (min.) G.S. sheet. The tank and rest of the body shall be made of 1.2 mm (min.) Thick G.S. Sheet. The G.S. Sheet should conform to 375 grade of coating of IS: 277/85 with amendment No. 1. All internal surfaces including in-side of the tank, fan blades, motor body, pump, pump body and frame should be painted with water resistant paint conforming to IS 9862/81 with amendment No. 1.
 3. A rotary type 4/5 positions switch conforming to IS(to be declared by the Tenderer) having marking as off pump, pump-cum-fan and fan only should provided in front grill panel OFF, LOW SPEED, HIGH SPEED, LOW COOL AND HIGH COOL in case of 5 positions switch for two speed motor piano type switch as per IS 3854/88 with amendment No. 1 will also be acceptable but it shall be mounted in a manner to give a sleek look. Before commencement of supplies the Tenderers are required to produce type test certificate of the switches at the time of inspection so as to ensure that material used by them conforms to relevant specification.
 4. The water pump should be provided with proper clamping arrangement. The shaft should be made of stainless steel. Pump should conform to IS 11951/82 with amendment No. 2. Before commencement of supplies the Tenderers are

required to produce type test certificate at the time of inspection regarding conformity of re the pump to relevant specification.

1500 RPM pump will also be acceptable in lieu of 3000 RPM pump subject to their meeting rated performance as per ISS.

5. Suitable bushes should be provided in grill for easy and smooth movement of louvers.
6. The filter pump should be of wood wool. The wood wool shall be first placed in wire mash. The filter pads then should be spread uniformly over the panel and fixed with clamps to avoid sagging of the pads. The wire mash should be galvanized and painted with water-resistant paint.
7. Electric motors shall conform to IS 996/79 with amendment No. 2 and exhaust fan to IS 2312/67 with amendment No. 1 to 6. The power factor shall not be less than 0.9. Electric motors shall be ISI marked. The Tenderers should indicate whether they are offering blower or fan or exhaust fan.
8. Provision shall be made to provide high pressure in ball valve (horizontal plunger type) including float of 15 mm size conforming to IS : 1703/89. Separate price may be quoted for providing this as on optional extra when ordered. Polyethene float shall conform to IS 9762/81.
9. The drain plug of brass should be fitted in such a way as to completely drain the water from the tank. Suitable details of the arrangement can be given in the tender.
10. The Tenderers are required to give satisfactory type test certificate of the air coolers as per IS 3315/74 amendment No. 1 to 6 alongwith their offer.
11. The Tenderers should confirm that the type test certificate of the pump, switch, exhaust fan or fan motor will be made available to the inspector at the time of inspection.
12. The air cooler offered for inspection will normally be subject to routine test and acceptance test as per the following sampling plan. However, sampling can be modified at the description of the inspection authority nominated by the Corporation. The inspection charges of inspection authority like DGS & D shall be borne by the approved supplier.

Lot sizes	No. of samples
01-10	3
11-20	5
21-30	8
31-40	10
41-50	12

13. Noise level of air coolers shall be declared when measured on sound level metre on a scale at a distance of one metre from the air drill in the stream of air flow. Background noise level shall also be stated (at which noise level has been measured and declared). Water pump shall also be ON with water tank full of water when reading are taken. The above declared value shall be checked by the inspector at the time of inspection. Availability of noise level metre shall specifically be confirmed by the Tenderers failing which offer is liable to be ignored.

14. Maximum power consumption under zero static condition shall not exceed the following figures and no positive tolerance shall be allowed on this maximum power consumption at normal running conditions shall be declared.

3000 cum/hr	250 watts
4000 cum/hr.	280 watts
5000 cum/hr.	350 watts

15. Service value expressed as minimum guaranteed capacity per unit of power consumption shall be declared by the Tenderers.

16. Evaporative air cooler shall provided with front filling arrangement.

17. Availability of testing facilities including zero static testing facilities shall be confirmed at Tenderers work or with sister concerned preferably within one K.M. distance. In the latte case complete details are to be furnished.

18. Power consumption test.

Each unit of a given lot shall be tested for power consumption test at mia free air fow conditions. This power consumption figure would not exceed the value arrived at by subtracting differential 'D' from the maximum permissible power consumption at zero static pressure test conditions ass given in 5.3. Differential ;D; would be the difference between the actual power consumption observed at zero static pressure test conditions of an air cooler selected at random from the givene lot and the actual power consumption of the same air coolers at free air flow conditions. If more than one air coolers are tested at zero static pressure conditions, then, maximum observed differential would be subtracted from maximum permissible wattage at zero static pressure test conditions for arriving at acceptable value of power input for air coolers at free air flow conditions.

19. **NOTES FOR TENDERERS**

Noise level and service value declaration are required for guidance of consignees for making proper selection in view of the Government endeavor for energy conservation and to reduce pollution due to noise non declaration of these figures may result in offers being ignored.

20. The coolers shall be guaranteed free from defects in material and workmanship for one year from the date of purchase.

GENERAL TERMS AND CONDITIONS OF TENDER AND CONTRACT :-

NOTE: Tenderers should read these conditions carefully and comply strictly while submitting their tenders. If a Tenderer has any doubts regarding the interpretation of any of the conditions or specifications mentioned in the Tender Notice he should before submitting the tender refer these to the Managing Director of the Corporation and obtain clarification. The decision of the Managing Director regarding the interpretation of the conditions and specifications shall be final and binding on the Tenderer. The following terms and conditions shall be applicable on the approved Contractor/Tenderer.

- 1) The parties to the contract, which shall be deemed to be a “rate contract” and which is intended for the supply of the stores of the description set forth in the schedule to the tender during the period therein specified, shall be the contractor of the one part and The Rajasthan Small Industries Corporation Ltd. on the other part.
- 2) i) Subject, as otherwise mentioned, no guarantee can be given as to the quantity which would be ordered during the period of the contract.
ii) The Tenderer should sign the tender form at each and every page as a token of his acceptance of all the terms and conditions of the tender. He should also sign at the bottom of each of the pages of the tender form on which rates are quoted.
- 3) i) The supplies shall have to be arranged according to requirements throughout the contract period as and when required and orders are placed.
ii) If orders are placed in excess of the quantities shown in Appendix-C of the tender document, the successful Tenderer shall be bound to meet the required supply provided the excess order is upto 25% of the quantity notified in the tender on the same rates and conditions. In case of his failure to do so, the Corporation shall be free to arrange for the balance supply at the risk and cost of the Tenderer and the extra cost incurred shall be recoverable from the defaulting Tenderer.
iii) If the Corporation does not purchase any of the tendered items or purchase less than the quantity indicated in the tender form, if any Tenderer shall not be entitled to claim any compensation.
- 4) Only such Tenderers who are manufacturers of items quoted in the Tender Form and permanently registered as such with Industries Department, Govt. of Rajasthan shall be eligible to participate in this tender.
- 5) A manufacturer who is not registered under the Rajasthan Sales Tax Act prevalentn will not be eligible.
i) latest Sales Tax Clearance Certificate issued by the competent authority must be submitted without which the tender is liable to rejection.
6. Tenderers will have to submit a latest Income Tax Clearance Certificate as and when demanded
- 7) Tender forms should be filled in ink or typed. Tender filled in pencil shall be rejected.
- 8) i) Rates must be written both in words & figures. There should be no erasures, overwriting. Corrections, if any, should be made clearly and initialed with date.
ii) Rates quoted must be separately written as per the requirements of the Tender Form and should include all taxes,duties except Rajasthan Sales Tax,

- 9) **Fall Clause:-**The price charged for the stores supplied under the contract by the successful Tenderer shall in no event exceed the lowest price at which the successful Tenderer sells the stores of identical description to any other person during the period of the contract.

If at any time, during the said period the contractor reduces the sale price of such stores or sells such stores to any other person at a price lower than the price chargeable under the contract he shall forthwith notify such reduction of sales to the Managing Director, and the price payable under the contract for the stores supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced. The successful Tenderer shall furnish certificate in the manner required by the Managing Director to the effect that the provision of this clause has been duly complied with respect of supplies made or billed for upto the date of certificate. The successful Tenderer(s) shall endorse a certificate on each bill to the effect that the price condition referred to above has been satisfied.

- 10) i) Tenders shall be valid for a period of four months from the date of opening of the tender for the purposes of communicating acceptance by the Corporation.
- ii) After tender has been accepted the rates shall remain valid for the period upto **31.3.2014**. Any order placed on the last date of the Contract period by means of FAX, Telegram or Registered A.D. shall have to be honored by the approved Contractor within the specified time for which no late penalty shall be levied if the goods are supplied within the specific time mentioned in the order satisfactory.
- iii) Notwithstanding the provisions of condition No.10 (ii) the validity of the rates may be extended upto six months by agreement between the Corporation and the Tenderer.
- iv) In the event of any breach of the conditions of the contract at any time on the part of the Contractor, the contract may be terminated summarily by the Corporation without compensation to the Contractor.
- 11) i) Successful Tenderer will have to execute an agreement in the prescribed form within the specified time period given by the Corporation.
- ii) The expenses of completing and executing the agreement shall be paid by the Tenderer. The original copy of the agreement so executed shall be kept with the Corporation.
- iii) If the Tenderer fails to execute the agreement within the period specified, such a failure will be treated as breach of the terms and conditions of the tender and under such circumstances the EMD of the Tenderer shall stand forfeited.
- 12) i) The Tenderer shall adequately and properly pack goods and shall be responsible for loss and damages or injury to the goods during the transport till arrival at the destination.
- ii) All packing cases, containers and other allied material shall be supplied without any extra charges except where otherwise specified by the Tenderer and the same shall not be returned to him.
- iii) All goods must be sent as per instructions of the Corporation to the respective consignee.
- iv) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bills duly accompanied with receipted copies of the despatch intimation and acceptance letter

in proper form by the contractor to the Corporation. No payment shall be made against incomplete bills and without date on acceptance letter.

- i. The payment against supply is subject to receipt of payment from consignee/purchasing department.
- ii. All remittance charges will be borne by the Tenderer.
- iii. No payment shall be made to the Contractor if he has not duly executed the Agreement.

INSPECTION:

- 13) a) The approved Tenderer shall offer the stores for inspection at the works prior to dispatch under intimation to the Corporation.
- b) The Inspection of offered stores shall be arranged by the RSIC at the work of approved tenderer either by the authorised Inception Agency/Authorised Representative (s) or Committee as may be constituted by the RSIC. No supply should be made without inspection of MSME where applicable.
- c) The Inspection charges shall be deposited by the Tenderer (s) with the approved inspection agency.
- d) The unit shall disclose the testing facilities available at his works as per relevant ISS and mention the in the tender.

14). **SUPPLY PERIOD:-**

- a) In case of placement of huge supply orders, 30 days time shall be given to the tenderer or as determined by RSIC in supply order to arrange for the supplies after placement of firm order of supply..
- b) The suppliers has to submit readiness of goods within 30 days from the supply order and has to supply the goods within 7-10 days from the date of DI. Time period for completion of supplies shall be the essence of the contract. The Corporation may in special circumstances extend the supply period after imposition of liquidated damages as given below:-
 - i) Delay upto one-fourth period of the prescribed delivery period - 2½%
 - ii) Delay exceeding one – fourth but not exceeding half of the prescribed delivery - 5%
 - iii) Delay exceeding half but not exceeding three fourth of the prescribed delivery period - 7½%
 - iv) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period- 10%

Note:-

- c) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- i) The maximum amount of agreed liquidated damages shall be 10%.
- ii) In exceptional hardship cases, the Managing Director of the Corporation shall have the powers to waive the damages/late penalty as stated above.

- iii) The time taken by the Corporation/its authorised agency/Consignee in inspecting the stock and taking its delivery shall be excluded for the purposes of calculation of late penalty/damages.
 - iv) The provision made in Clause 14 (iii) shall be without any prejudice to the rights of the Corporation to resort to risk purchase.
- 15) When the Tenderer is unable to complete the supply within the specified or extended period, the Corporation shall be entitled to purchase the required stores without prior notice to the Tenderer, but at his (i.e. Tenderer's) risk and cost 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 Corporation may sustain by reason of such failure on the part of the Tenderer. But the Tenderer shall not be entitled to any gain or such purchase made against default. The recovery of such loss or damage shall be made from any sums occurring to the Tenderer under this or any other contract with the Corporation. If recovery is not possible from the bill and the Tenderer fails to pay the loss or damage within one month, the recovery shall be made under the provisions of relevant law for the time being in force.
- 16) All articles supplied shall strictly conform to the specifications laid down in the enclosed statement of technical specifications of the tender form, and wherever articles have been required according to IS specifications these articles should confirm IS specifications and should preferably bear ISI certification mark. The supply shall in addition conform to the approved samples if any. For ISI items copy of the BIS License is to be submitted compulsorily.
- 17) i) Articles not approved shall be rejected by the Corporation and will have to be replaced by the Tenderer at his own cost, within the time limit fixed by the Corporation. No penalty shall be levied if the rejected goods are replaced within the time specified by the Corporation. The benefit of non-levy of penalty under such circumstances shall not be given to a Contractor who intentionally supplies goods of different specification.
- ii) If, however, due to exigencies of Govt. work, such replacement, either in whole or in part, is not considered feasible, the Corporation after giving an opportunity to the Tenderer of being heard shall for reasons to be recorded, deduct a suitable amount from the Bill. The deduction so made by the Managing Director of the Corporation shall be final.
- 18) The rejected articles must be removed by the Tenderer within 15 days of the date of intimation of rejection, after which the consignee/Corporation shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he/she thinks fit at the tenderer's risk and on his account.
- 19) The contract for the supply can be repudiated at any time by the Corporation if the supplies are not made to his satisfaction after giving an opportunity to the Tenderer of being heard.
- 20) If a Tenderer imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summarily rejection.

- 21) In case of any dispute arising out of this contract or a matter touching or incidental to the Contract including interpretation of the terms of the Contract or for award of damages etc. the same shall be resolved by means of arbitration only. The Managing Director of the Corporation or his duly nominated person shall act as sole arbitrator to resolve such dispute. The provisions of Arbitration and Conciliation Act, 1996 or an amendment thereof shall be applicable to such an arbitration proceeding. The award passed by the sole arbitrator shall be final and binding on both the parties. The Tenderer shall have no right whatsoever to challenge the award on the ground that the Managing Director has got an interest in the activities of the Corporation as a Managing Director.
- 22) The Contractor shall not assign sub-let or transfer the contract or any part thereof to any party. In the event of the Tender contravening this condition, the Corporation shall be entitled to purchase the goods from elsewhere on the Contractors account at his risk and the Contractor shall be liable for any loss or damage which the Corporation may sustain.
- 23) If the Tenderer is already a supplier in respect of stores and articles, he should submit with the tender a complete statement in the prescribed Performa (Appendix-B) to clearly indicate his progressive performance of last two years in respect of each order concluded.
- 24) The Tenderer/Contractor shall intimate the premises where the stores and articles to be supplied are manufactured/formulated/ fabricated to the Corporation and Inspecting Officers of the consignees or any other appropriate agency as may be appointed by the Corporation. The firms shall also provide all the necessary facilities to the Inspecting Officers to carry out the inspection work.
- 25) The Tenderer will compulsorily deposit Rs.10,000/- by D.D in favor of The Rajasthan Small Industries Corporation Ltd., Jaipur as Earnest Money. In the absence of Earnest Money, the tender shall not be considered by the Corporation. Successful Tenderers shall be required to pay security deposit lumpsum Rs. 20,000/- before executing the contract. The amount of EM shall be adjusted in the security deposit amount.
- 26) **FOREFEITURE OF EARNEST MONEY:-**
The earnest money will be forfeited in the following cases:-
- i) When tenderer withdraws or modifies or reduces the rates in the offer at his own after the opening of tender, but before acceptance of tender. Their offer shall be cancelled and the firm can be debarred for future business .
 - ii) When tenderer does not execute the agreement after award of rate contract within the prescribed time.
 - iii) When the tenderer does not deposit the security money after the supply order is given.
 - iv) When tenderer fails to commence the supply of the item(s) as per supply order within the time prescribed.
 - v) When the rates of tenderers are lowest and approved by the Price Fixation Committee and tenderers not executed the agreement within 15 days from the date of letter to execute the agreement.

- 27) **FOREFEITURE OF SECURITY DEPOSIT:-**
 Security amount in full or part may be forfeited in the following cases: -
- (a) When any terms and conditions of the contract is breached.
 - (b) When the tenderer fails to make complete supply satisfactorily.
- © Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Managing Director, RSIC in this regard shall be final.
- 28) **DEBARRING/SUSPENSION:**
 If a tenderer does not execute the agreement and fulfill other formalities or does not supply the material against supply order the tenderer is liable to be debarred/suspend from participating in re-tender and in future tenders.
- 29) The SSI unit(s) shall not be eligible for tender participation incase they are blacklisted and or debarred by Corporation/ user Govt. Department. The Tenderer will give declaration in this regard in Appendix 'A'.
- 30) Direct or indirect canvassing on the part of the Tenderer or his representatives will be a disqualification.
- 31) The Corporation reserves the right to accept any tender not necessarily the lowest, reject any /all tender without assigning any reason.
- 32) Legal proceedings, if any, arising out of this tender shall have to be lodged in courts situated at Jaipur City only in Rajasthan and not elsewhere.
- 33) I/We have carefully read and understood the above terms and conditions of the tender.

SIGNATURE OF THE TENDERER WITH SEAL