

**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

website: [www.rajsico.gov.in](http://www.rajsico.gov.in); e-mail: [rajsico@rajasthan.gov.in](mailto:rajsico@rajasthan.gov.in)

Short Term e-Tender for supply of  
Angle Iron Post  
(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.	<b>Publishing Date</b>	<b>18.3.2014</b>	<b>16.00</b>
2.	<b>Document Download Start Date</b>	<b>18.3.2014</b>	<b>16.00</b>
3.	<b>Document Download End Date</b>	<b>15.4.2014</b>	<b>11.00</b>
4.	<b>Bid Submission Start Date</b>	<b>18.3.2014</b>	<b>16.00</b>
5.	<b>Bid Submission End Date</b>	<b>15.4.2014</b>	<b>14.00</b>
6.	<b>Bid Opening Date</b>	<b>15.4.2014</b>	<b>15.00</b>
7.	<b>Submission of Demand Draft/Banker Cheque of Tender Cost(including processing Fees) and Earnest Money</b>	<b>Upto 15.4.2014</b>	<b>till 14.00</b>

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**e-Tender Notice published in Rastradoot and  
Punjab Kesri on 15.3.2014**



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**Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005**  
Phone: 0141-2227267 ; Fax 0141-5115766

***Short Term E-tender BID Invitation Notice***  
***SUPPLY AGNLE IRON POST, STEEL FURNTURE ITEM, STEEL BODY COOLER,  
POLYTHENE BAGS, BARBED WIRE AND TENT & TARPAULINES***

*RSIC is again inviting online competitive BIDS from SSI Units who are registered from Industries Department, Govt. of Rajasthan for supply of **Angle Iron Post, Steel Furniture Item, Steel Body Desert Cooler, Polythene Bags, Barbed Wire And Tent & Tarpaulins** to the Govt. of Rajasthan Departments, PSUs, etc. rate contract for the period of one year. 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. Last date of submission of online bids is 15.4.2014.*

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

***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.), Uydog 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 angle iron posts 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](mailto: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. 7 to 15) 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 Angle Iron Post.
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”.

2.9 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.

2.10 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.

2.11 **Validity of offer:-** 90 days from the date of opening of tender.

2.12 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 specification of angle post given under:**

S.No.	Schedule No.	Description of Work
1.	BoQ	e-Tender for supply of Angle Iron Post

**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.

**SPECIFICATION OF ANGLE IRON POST FOR FINANCIAL COVER**

		Particulars	25 x 25 x 5 mm	35 x 35 x 5 mm	35 x 35 x 5 mm
	mm				
			<u>1.5 Mtr.</u>	<u>1.5 Mtr.</u>	<u>2.25 Mtr.</u>
	A to B & C	25 mm	35 mm	35 mm	
	Thickness	5 mm	5 mm	5 mm	
	C to D	1.5 Mtr.	1.5 Mtr.	2.25 Mtr.	
	A to E	1.5 Mtr.	1.5 Mtr.	2.25 Mtr.	
	B to F	1.5 Mtr.	1.5 Mtr.	2.25 Mtr.	
G to D & F	10 cm	10 cm	10 cm		
Distance of Holes on one side of Angle Post					
	1.	First hole from B	5 cm. = 2 inch		
	2.	Second hole from B	40 cm. = 16 inch		
	3.	Third hole from B	75 cm. = 30 inch		
	4.	Fourth hole from B	110 cm. = 44 inch		

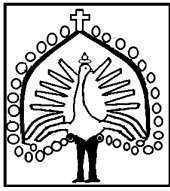
Note: Actual No. of holes may increase/decrease as per requirement of the consignee

**Special Terms and Conditions : -**

- A) The rates should be quoted for Ex-works inclusive of all charges but exclusive of VAT. No extra payment for Excise duty.

**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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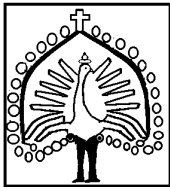
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**TECHNICAL BID**

**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 Angle Iron Post	
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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**TECHNICAL BID**

**e-TENDER FORM FOR ANGLE IRON POST**

e- Tender Notice No. Rajsico 05/2013-14

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.

10. **Other Terms and Conditions: -**

The rates should be quoted for Ex-works inclusive of all charges but exclusive of VAT. No extra payment for Excise duty.

SIGNATURE OF THE TENDERER WITH SEAL

**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 OF ANGLE IRON POST  
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. -----

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 at .....Proprietor/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**

## GENERAL TERMS & CONDITIONS OF TENDER & CONTRACT

**NOTE:** Tenderer should read these conditions carefully and comply strictly while sending 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 & conditions shall be applicable to 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 & 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 the tender/undertaking, the successful Tenderer shall be bound to meet the required supply provided the excess order is up to 25% of the quantity notified in the tender on the same rates & 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 Tenderer who are manufacturers of items quoted in the Tender form and permanently registered as such with Industries Department Govt. of Rajasthan be eligible to participate in this tender.
- 5)
  - i) A manufacturer who is not registered under the VAT Act prevalent in the State where his business is located will not be eligible.
  - ii) latest VAT Clearance Certificate issued by the competent authority must be submitted without which the tender is liable to rejection.



- 6) Tender will have to submit a latest VAT Clearance Certificate as and when demanded.
- 7) Tender forms should be filled in ink or typed. No tender filled in pencil shall be rejected.
- i) The tenderers should quote their rate in the BoQ " Schedule of Rates" in .xls format attached with the tender. The rates shall be quoted in the figures and if any discrepancy is found in the figures Tenderer shall not be allowed to correct such mistake after opening of the tender.
  - ii) Rates quoted must be separately written as per the requirements of the tender form and should include all taxes, duties except Rajasthan VAT.
- 8) 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.
- i) 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, RSIC Ltd., Jaipur 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.
  - ii) The successful Tenderer(s) shall endorse a certificate on each bill to the effect that the price condition referred to above has been satisfied.
- 9) i) Tenders shall be valid for a period of 90 days 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 of one year. 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) 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.

- 10)
  - 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 EM of the Tenderer shall stand forfeited.
  
- 11)
  - i) The Tenderer shall adequately and properly pack goods and shall be responsible for loss, & 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
  - iii) All goods must be sent as per instructions of the Corporation to the respective consignees.
  - iv)
    - a) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bills duly accompanied with receipted copy of the despatch intimation and acceptance letter in proper form by the contractor to the Corporation. No payment shall be made against incomplete bills of the Tenderer.
    - b) The payment against supply is subject to receipt of payment from consignee/purchasing department.
    - c) All remittance charges will be borne by the Tenderer.
    - d) No payment shall be made to the Contractor if he has not duly executed the Agreement.
  
- 12)        INSPECTION:
  - a) The approved Tenderer shall offer the stores for inspection at the works prior to despatch
  - b) The Inspection of offered stores shall be arranged by the RSIC at the works of approved tenderer either by the authorised Inspection Agency/Authorised Representative(s) or a Committee as may be constituted by the RSIC.

- 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 IS and mention the same in the tender.
- e) Inspection of goods may be done by Vigilance Cell of RAJSICO after submission of readiness by the Units and before supply to the consignee.

13. SUPPLY PERIOD:

- i) 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.
- ii) The suppliers has to submit readiness of goods within 30 days from the supply order and has to supply the goods within 7 to 10 days from the date of Despatch Intimation. 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:-
  - a) Delay up to one-fourth period of the prescribed delivery period - 2½%
  - b) Delay exceeding one – fourth but not exceeding half of the prescribed delivery period - 5%
  - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period - 7½%
  - d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period - 10%

Note

- i) Fraction of a day in reckoning the 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) In exceptional hardship cases, the Managing Director of the Corporation shall have the powers to waive the damages/late penalty as stated above.
  - iv) The time spent by the Corporation/its authorised agency/Consignee shall be excluded for the purposes of calculation of late penalty/damages.
  - v) The provision made in Clause 13 (iii) shall be without any prejudice to the rights of the Corporation to resort to risk purchase.
- 14) When the Tenderer is unable to complete the supply within the specified or extended period, the Corporation shall be entitled to purchase elsewhere without notice to the Tenderer, but on his (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 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.

- 15) 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.
- 16)
  - 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 and not genuinely supplies goods with completely 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.
- 17) 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.
- 18) 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.
- 19) 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.
- 20) 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 there of 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.

- 21) 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.
- 22) If the Tenderer is already a supplier in respect of stores & 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.
- 23) The Tenderer/Contractor shall intimate the premises where the stores & 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.
- 24) 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
- 25) **FOREFITURE 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.
- 26) **FOREFITURE OF SECURITY DEPOSIT:**

Security amount in full or part may be forfeited in the following cases: -

  - 1) When any terms and conditions of the contract is breached.
  - 2) When the tenderer fails to make complete supply satisfactorily.
  - 3) 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.

**27. 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.

- 28) 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'.
- 29) Direct or indirect canvassing on the part of the Tenderer or his representatives will be a disqualification.
- 30) The Corporation reserves the right to accept any tender not necessarily the lowest, reject any /all tender without assigning any reason.
- 31) 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.
- 32) I/We have carefully read and understood the above terms and conditions of the tender.

**SIGNATURE OF THE TENDERER WITH SEAL**