

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD
(A Government of Rajasthan Undertaking)

Expression of Interest

For

Utilization of Existing Infrastructure Available

At

Inland Container Depot , Jaipur /Jodhpur / Bhiwadi / Bhilwara

Head Office

Udyog Bhawan, Tilak Marg
Jaipur 302005

Tel: 0141-2227267

Fax: 0141-5115766

Website: www.rajsico.gov.in

Email: rajsico@rajsico.in

CONTENTS

Chapter	Page No
Copy of Advertisement	1
Covering Letter	2
Back ground	3 - 4
Terms of Reference	5 - 6
General Conditions	7 - 10

Expression of Interest

For

Proposals for utilization of Inland container depot's

PUBLISHED IN DAILY SHIPPING TIMES 02.06.2014 AND EXIM INDIA 2.6.14

	The Rajasthan Small Industries Corpn. Ltd (A Govt. of Rajasthan Undertaking)
HD: Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur -302005 (Raj.) Ph.: 0141-2237267 Fax: 0141-5115766, Website: www.rajsico.gov.in , e-mail: rajsico@rajasthan.gov.in	
<p style="text-align: center;">Expression of Interest for <u>Proposals for utilization of Inland container depot's</u></p> <p>Expression of Interest are invited from interested parties who are interested to utilize existing infrastructure of I.C.Ds (Dry - Port) at Jaipur, Jodhpur, Bhiwadi and Bhilwara for their running / new activities like domestic / international logistic / warehousing or any other similar activity. The offer can be submitted up to 1.00 PM on 02-07-2014 The offers received shall be opened on 02-07-2014 at 3.00 PM. The Background along with terms of references may also be downloaded from website. For details visit our web site www.rajsico.gov.in, or contact Asstt. General Manager (E.I.S.) on 0141-5115756.</p> <p style="text-align: right;">Managing Director</p>	

From:

To
 Managing Director
 The Rajasthan Small Industries Corporation Ltd.
 Udyog Bhawan, Tilak Marg, Jaipur

Sub: Submission of Proposals for utilization of Infrastructure available at Inland
 Container Depot.....

Dear Sir,

Subject to the conditions given for submission of the Proposal for utilization of infrastructure available at Inland container depot.....I hereby submit the proposal . I/We hereby certify that I/we have examined and am/are fully familiar with all the provisions of the Contract and agree to abide by all the terms and conditions laid in the Expression of interest Document.

The following documents are enclosed herewith :-

- (i) Commercial proposal along with detail commercial terms & conditions .
- (ii) D.D /Banker cheque No. Date. of Rs 2,00,000/- of----
 -----(name and branch of Bank) as Earnest money in favor of The Rajasthan Small Industries Corporation Ltd payable at Jaipur.
- (iii) A certificate from the Banker about financial status & credibility showing the solvency position.
- (iv) Constitution of the firm, if the participant is not a sole proprietary concern/, for partnership firm a copy of partnership deed,/for a registered Company, its memorandum and Article of Association.
- (v) Latest Income Tax return along with audited Balance sheet and Profit & Loss A/c's for last two years.
- (vi) General conditions of this expression of interest duly signed in token of the acceptance of these conditions.
- (vii) Summary of primary business activities.
- (viii) Financial proposal along with conditions which affects direct/indirect to the financial aspects (Sealed in separate cover)

Yours faithfully,

(Name and signature of the Authorised Signatory)

Encl: as above

2

Back Ground: -There are four ICD's situated at Jaipur , Jodhpur , Bhiwadi and Bhilwara which are non operational at present. We have been appointed custodian from Customs Department for all four. Details of available infrastructure at ICD Jaipur, Jodhpur, Bhiwadi and Bhilwara are as under :-

Sr. No.	Particulars	ICD, Jaipur	ICD, Jodhpur	ICD Bhiwadi	ICD Bhilwara
1	Adress,Phone No and Contact person	SP-8, Mansarover Industrial Area, Mansarover Jaipur, 141-2397339, 09414335687 Suresh Chand Garg	SP-2, Basni Industrial Area,Phase II nd,Jodhpur 09460670927 Amar Singh Dahiya	Sector -9 ,U I T Collony,Bhiwadi, Mob- 09887053953 Purushottam Sharma	Sector –S, Azad Nagar,Opp.Transport Nagar,Bhilwara, Mob-09460670927 Amar Singh Dahiya
2	Total Land area covered with boundary wall	29195 Sq.mtr (Custom notified)	23153 Sq.mtr (Custom notified)	15,000,Sq.mtr (Custom notified). 9112 Sq.Mtr .(Non notified)	25000 Sq. Mtr.(custom notified)
3	Office Building Area with facilities	310.00 Sq.mtr. Besides above two old buildings are also available.	280.00 Sq.mtr	232.00 Sq. Mtr	500.00 Sq. Mtr.
4.	Covered Ware House Area	Two warehouses, (1) 6000Sqft, (2) 2400Sqft	6000 Sq ft	6500 Sq ft	6500 Sq ft
5	Paved Area	14294 Sq. Mtr..	6000Sqmtr	6665 Sq. Mtr.	8745 Sq. Mtr.
6.	Gate alongwith security room	Two gates (Entry and exit separately)	Two gates (Entry and exit separately)	Two gates (Entry and exit separately)	Two gates (Entry and exit separately)

7	Power Connection	power electric connection of 40 k.w available and D.G. Set fitted in room	power electric connection of 18 k.w available	power electric connection of 30 k.w available	Power electric connection of 7 kw available, separate electric transformer is installed
8	Water facility	available	available	available	Available
9	Weigh Bridge	Available of 60 MT capacity	Available of 60 MT capacity	—	—

No. of TEU's handled at ICD's during under operations :-

Year	Jaipur No. of TEUs	Jodhpur No. of TEUs	Bhiwadi No. of TEUs	Bhilwara No. of TEUs	Total No. of TEUs
1989-90	69	-	-	-	69
1990-91	306	-	-	-	306
1991-92	676	-	-	-	676
1992-93	775	-	-	-	775
1993-94	889	-	-	-	889
1994-95	1797	-	-	-	1797
1995-96	3274	839	-	-	4113
1996-97	3985	3045	-	-	7030
1997-98	4147	5060	-	-	9207
1998-99	5301	7107	2	-	12410
1999-2000	5948	8144	30	-	14122
2000-01	5645	7773	160	29	13607
2001-02	4879	5507	124	70	10580
2002-03	2477	3924	98	83	6582
2003-04	1722	1508	61	19	3310
2004-05	1977	1524	33	2	3556
2005-06	1961	1856	987	0	4804
2006-07	2462	3957	4002	289	10710
2007-08	4053	7760	4731	1073	17617
2008-09	5930	6350	5657	1220	19157
2009-10	2127	3262	48	101	5538
2010-11	650	172	-	-	822
2011-12	544	3456	28	-	4028
2012-13	-	2103	-	-	2103
2013-14	-	-	-	-	-

Note:- 1-Above back grounds details should not be treated basis for proposal being submitted in response to the Expression of interest.

2- Participant is advised in his own interest to visit the site and survey with regard to the business to be carried out from these premises, prior to submitting the proposal. RSIC will not directly or indirectly be responsible for success of their proposed business / activity.

3. RSIC is having custodianship at all above 4 ICD's in its own name, but at present all are non-operationalised.

Terms of Reference –

Who can participate :-

1. All the companies / firm / proprietor may submit the proposal to utilize the available infrastructure for their existing/new activity / business
2. Participant should be experienced / having good knowledge about proposed project. Participant must be of sound financial position and credibility. Necessary Relevant documents should also be submitted.
3. Participant must not have been blacklisted/debar by Central/State Govt and/ Public sector undertakings.
4. Both commercial and financial part of the proposal shall be negotiable before selection of the proposal .
5. Commercial proposal along with proposed terms & condition should be submitted including term of contract mode of payment etc.

Participation procedure

1. Proposals should be submitted I C D wise separately
2. Participant should submit proposal in two parts first Commercial and second Financial in two separate envelops . Commercial part shall be opened first and after presentation of the Commercial part .The Commercial proposals will be selected by the committee, will only be eligible for opening of financial part.

Submission of proposals

Proposal shall consist of two part to be sealed and mark as under :-

(A)Part 1st of the proposal superscribed as “Commercial proposals for ICD---
----- and sealed in a separate cover containing the documents as follows:-

- (i) Commercial proposal along with detail commercial terms & conditions.
- (ii) D.D /Banker cheque of Rs 2,00,000/-as Earnest money in favor of The Rajasthan Small Industries Corporation Ltd ,payable at Jaipur.
- (iii) A certificate from the Banker about financial status & credibility showing the solvency position.

- (iv) Constitution of the firm, if the participant is not a sole proprietary concern, for partnership firm a copy of partnership deed, for a registered Company, its Memorandum and Article of Association.
 - (v) Latest Income Tax return along with audited Balance sheet Profit & Loss A/c's for last two years.
 - (vi) General conditions of this expression of interest shall be signed in token of the acceptance of these conditions and enclosed along with commercial proposal .
 - (vii) Summary of primary business activities.
 - (viii) Profile (Qualification/experience) of key senior executives.
- (B) Part 2nd of the proposal super scribed as “financial proposal for ICD-----” and sealed in a separate cover containing Financial proposal along with conditions which affects direct/indirect to the financial aspects
- (C) Above both covers should be again sealed in a single outer cover and shall be addressed to-

Asstt Gen. Manager (E.I.S.), The Rajasthan Small Industries Corporation Ltd , Udyog Bhawan Tilak Marg ,Jaipur -302005.

Outer cover shall bear the following identification in bold letters,
“Proposal against expression of interest for ICD and words, “Do not open before 3.00PM on 2.7.14-“

- (D) Complete proposal should be submitted till 1.00 P.M. on 2.7.14

General Condition

1. Validity of proposal submitted, shall be considered to be a firm proposal and further that the proposal shall remain valid and open for a period of three months from the last date of submission of proposal.
2. Earnest money –Proposal must submit with an earnest money deposit of Rs 2,00,000/-(each ICD)in the form of D.D/Banker cheque in the favour of The Rajasthan Small Industries Corporation Ltd , payable at Jaipur. The earnest money is towards the undertaking by the participant that the participant will not resile from his proposal or modify the terms and conditions there of in a manner not acceptable to the Corporation.
3. The earnest money in respect of those participant who are not taken as qualified on the basis of selection criteria of the Corporation, will be returned.
4. The earnest money will be refunded to other unsuccessful participants as soon as possible after decision . For the successful participant the earnest money deposited will be adjusted against security deposit .No interest will be payable on amount of earnest money or security deposit in any case.
5. Evaluation of offers-
 - (a)In the 1st stage RSIC shall review the proposals to determined whether they satisfy the eligibility criteria as regards technical competence , financial resources etc. The decision relating to technical competence of participant will rest with RSIC and would not be called in to question .
 - (b) In the 2nd stage the participant shall be invited to present their proposal in detail and discussions before the Committee.
 - (c) In the 3rd stage financial part of the proposal shall be opened those who have qualified /selected during technical evaluation, in the presence of participant .
 - (d) In the 4th stage technical and financial part of the proposals shall be discussed for final decision.
 - (e) The evaluation results as substantiated by the committee are irrevocable.
6. Execution of Agreement :- Successful participant shall be required to execute the written agreement according to the agreed terms & conditions within 30 days from the date of acceptance of the proposal in the prescribed format provided by the Corporation.
7. Security deposit :- The successful participant shall furnished a security deposit of Rs20,00,000/-(each ICD) within one week of the acceptance of the proposal .This amount shall be deposited with the Corporation in the form of D.D /Banker cheque in favor of The Rajasthan Small Industries Corporation Ltd ,payable at Jaipur. In the event of any loss or damage Corporation shall have the right to forfeit the security, without any reference to the participant.

Signature of participant

8. Period of Contract :-Period of contract shall be offered by participant and decided mutually in view of the proposal and it can be extended further by mutual consent.
9. Successful participant shall pay and bear all levies, duties, fees ,taxes ,and charges etc to the appropriate authorities as required by them under their rules which are applicable on the business/activity run by him.
- 10.Successful participant should be liable for all statutory permissions/ Registrations /License/Clearances etc applicable on the proposed business time to time.
11. All accounting books /papers and documents shall be prepared pertaining to the operations/business carried out from the premises by the successful participant and shall be open for inspection / audit by Officer authorized by the Corporation if needed.
12. Liabilities' for loss or damage to the property of RSIC- Successful participant shall be liable to compensate RSIC for all damages and losses in respect of damage to property belonging to RSIC. In case of damage to the property the successful participant is liable for the cost of damage in addition to a penalty @ 10% thereon the amount of damage will be deposited by successful participant immediately.The decision of Managing Director shall be final and binding in this regard.
13. The successful participant must take a policy for insurance for risk coverage from fire/burglary/natural calamities etc and provide a copy, to the Corporation every year during currency of the contract .
14. No alteration / modification will be made by the successful participant in the existing building without prior approval of RSIC. Any alteration/fittings/ /fixtures are made after approval, it will be property of RSIC and not be allowed to remove at the time of vacation by the participant.
15. Termination of contract :- The contract shall terminate in the following cases-
 - (a) On expiry of its time period unless renewed in a proper manner.
 - (b) If the successful participant has been declared insolvent or going in to liquidation or winding up his business.
 - (c) if successful participant is found guilty of gross misconduct, malpractice or misbehavior .
 - (D) In case of breach of the terms & conditions of the agreement.
16. Settlement of Disputes and Arbitration:-
 - (a) All disputes and differences arising out of or in any way concerning financial and /or accounting matters shall be referred within a period of 3 months and resolved by a dispute settlement committee constituted by the Managing Director for the purpose.

Signature of participant

- (b) All disputes and differences arising out of or in any way concerning this Contract shall be referred to the Managing Director himself/ herself or his or her nominees for the sole arbitration. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation, that he has dealt with the matters to which the Contract relates and that in the course of his duties. As such arbitration shall be final and binding on the parties to the Contract. If the person to whom the matter was originally referred to for arbitration becomes unable to function on account of vacation of office, transfer, resignation, retirement from services, suspension or for any other reason whatsoever, the Managing Director shall nominate another person to take over his function as soon as possible. Such person shall proceed further from the stage where the matter was left by his predecessor. The arbitrator shall give reasons for the award.
- (c) Any demand for arbitration in respect of any claim(s) shall be in writing and made within one year of the date of termination or expiry of the Contract or the arising of disputes or differences, failing which the claim(s) shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the Contract.
- (d) The venue of arbitration shall be Jaipur.
- (e) The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause.
- (f) The cost of Arbitration shall be borne by the parties as per the decision of the Arbitrator.

17. Subletting not Allowed

The Successful participant shall not sublet, transfer or assign the Contract or any part thereof. In case the Contractor contravenes this condition, RSIC shall be entitled to terminate the contract at the cost and risk of the Successful participant and all losses borne on this account shall be recovered from him.

Signature of participant

18. General:-

- (a) Any clarification in regard to the meaning or intent or interpretation of any of the provision of these terms and conditions required on any point shall be sought from the Managing Director whose decision in the matter shall be final and binding.
- (b) In case of any typographical or grammatical error, lapse or ambiguity, the interpretation most commonly understood or best suited to the Corporation shall be applied.
- (c) If it is necessary to institute any legal proceedings by any of the parties (the Corporation or the Contractor) the same shall have to be lodged in a court situated at Jaipur, Rajasthan and not elsewhere.

All terms and conditions contained in Terms of reference have been read carefully, understood and accepted.

Signature of the participant