

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.

(A Government of Rajasthan Undertaking)

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

Phone: 0141-2227267 Fax: 0141-5115766

Website: www.rajsico.gov.in * e-mail: rajsico@rajasthan.gov.in

CIN: U91110RJ1961SGC001118

TENDER DOCUMENT

**HANDLING AND TRANSPORTATION BY COVERED
VEHICLE WITH GUNMAN FOR VALUABLE CARGO**

**AMONGST
JAIPUR SPEICAL ECONOMIC ZONE
(JSEZ, I AND II) SITAPURA, JAIPUR
&
ACC, AIRPORT JAIPUR
ICD MANSAROVAR, JAIPUR, ICD CONCOR,
KANAKPURA, JAIPUR,
FPO, JAIPUR
AND VICE VERSA**



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Tender Document Cost: Rs 100/-
(non-refundable)

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AMONGST
JAIPUR SPECIAL ECONOMIC ZONE
(JSEZ, I AND II) SITAPURA, JAIPUR
&
ACC, INTERNATIONAL AIRPORT JAIPUR
ICD MANSAROVAR, JAIPUR, ICD-CONCOR, KANAKPURA, JAIPUR
FPO, JAIPUR AND VICE VERSA**

1. Serial number assigned to the Tender Document:
2. Date of Sale/Issue:
3. Name of the applicant to whom the Tender is sold/issued:
4. Full address of the applicant:

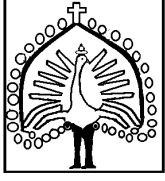
Signature of the Officer issuing Tender Document

Name:

Designation:

NOTES/INSTRUCTIONS:

- (i) The Tender Document is not transferable under any circumstances.
- (ii) The Tender is required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e. **none of the folios of the Tender Documents including the Annexes should be detached and retained by the Tenderer**. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) Each folio of the Tender Documents shall be signed by the Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf.
- (iv) Failure to comply with the conditions will render the Tender liable to be rejected.



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NOTICE INVITING TENDERS

**HANDLING AND TRANSPORTATION BY COVERED VEHICLE WITH
GUNMAN FOR VALUABLE CARGO**

Sealed Tender are invited from parties with experience of at least three year in handling & transportation by covered vehicle with gunman for valuable cargo. Preference will be given to parties well conversant with the export processes and region statutory clearance/approvals to be completed at Jaipur, Special Economic Zone(JSEZ) I & II Sitapura, Jaipur, ACC Jaipur Airport Jaipur, ICD Mansarovar, Jaipur ICD CONCOR, Kanakpura, Jaipur and FPO Jaipur.

Tender document shall be made available at Air Cargo Complex, Air port Terminal – I, Jaipur against payment of Rs 100/- by cash / D.D/ bankers cheque favouring The Rajasthan Small Industries Corporation Ltd, payable at Jaipur.

Sealed tenders shall be submitted to Asst. General Manager (ACC), RSIC, Udyog Bhawan, Jaipur by 13:00 hrs on 09.08.2017

The Corporation reserves the right to accept/reject any or all tenders or part thereof without assigning any reason thereon.

Tenders details can also be seen at www.rajsico.gov.in

MANAGING DIRECTOR

(Covering Letter from the Bidder)
Tender From

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

Dear Sir,

Sub: Tender for Handling and Transportation by covered vehicle with
Gunman for valuable Cargo from Jaipur Special Economic
Zone(SEZ) I & II, Sitapura, Jaipur to ACC Airport, Jaipur ICD,
Mansarovar, Jaipur, ICD-CONCOR, Kanakpura, Jaipur
F.P.O., Jaipur & Vice Versa

1. Subject to the conditions given in the instructions for submission of the Bid. I/We hereby in Annex-1 Tender for working as Handling and Transportation Contractor at the rates indicated by me/us in the prescribed schedule in Annex -2.
2. 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 Tender Documents.
3. Reference NIT No.....& its date.....
4. The tender fee Rs.....has been deposited vide cash receipt No.....date
5. Name & Postal Address of firm submitting tender.

-
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6. The following certificates / documents are enclosed herewith:
 - a) Experience certificate from the competent authority showing the experience in transportation business.
 - b) A certificate from bankers about financial status and credibility showing the solvency position.
 - c) A copy of the document in proof of the constitution of the firm (copy of partnership deed and registration certificate)/company (copy of incorporation certificate, Memorandum and Articles of Association).
 - d) Latest Income Tax Clearance Certificate in original / its copy attested by a gazetted officer.
 - e) Income and expenditure account and balance sheet of firm for the last two years duly certified by a chartered accountancy firm / audited annual report of our company for the last three years.
 - f) The details of other similar contracts.
 - g) Details of handling equipment like forklift, cranes and road vehicles.
 - h) Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any Contract resulting therefrom.
 7. A sum of Rs 10,000/- towards Earnest Money in the form of pay order / demand draft No _____ dated _____ drawn in your favour.
 8. I / We agree to keep this Tender open for a period of 90 months from the last date of submission of the Tender which would not be withdrawn before the expiry of the said period or until a Contract for the work is fully executed with a third party whichever is earlier.
 9. I/We do hereby declare that the entries made in the Tender and appendices attached therein are true.

Yours faithfully,

Encl: as above (Name and signature of the Authorised Signatory)

BIDDING PROCEDURES

1 Definitions

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

- 1.1 The term **jsez** shall mean the Jaipur Special Economic Zone situated in Jaipur Phase I & II in RIICO Industrial Area, Sitapura, Jaipur.
- 1.2 The term **Covered Vehicle** shall mean road vehicle specially secured to avoid pilferage of cargo and having provision of affixing of Customs "Bottle Seals". It shall also mean a Container mounted on suitable road vehicle.
- 1.3 The term **CONTRACT** shall mean and include the notice inviting Tender, documents incorporating the Tender together with appendices, if any, terms and conditions governing the Contract and operations, general instructions, general and special conditions which may be added from time to time, acceptance of the Tender, work order and its acceptance and agreement to Contract.
- 1.4 The term **CONTRACTOR** shall mean and include any person, firm or a body corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their assigns as the case may be.
- 1.5. The term **CONTRACT RATES** shall mean the rates of payment accepted by the Corporation as per Annex 2
- 1.6 The term **CORPORATION** shall mean The Rajasthan Small Industries Corporation Limited or RSIC in brief wherever it occurs and shall include its executives, officers, successors and assigns.
- 1.7 The term **Asstt. GENERAL MANAGER** shall mean the concerning Executive officer and Incharge of ACC of the Corporation designated as such.
- 1.8 The term **EVALUATION COMMITTEE** shall mean the committee constituted by RSIC to evaluate the Bids.
- 1.9 The term **MANAGING DIRECTOR** shall mean the Chief Executive of the Corporation.
- 1.10 The Terms Container (Covered Vehicle) shall used in international trade for export / import cargo.

1.11 Bid Documents

Each prospective bidder shall on application be issued one set of non-transferable Bid documents upon payment to RSIC of non refundable fee of Rs.100/-(Rs. One Hundred) only. The tender form & documents can also be downloaded directly from RSIC's website www.rajsico.gov.in as per specified instructions indicated there in for the same The cost of the tender from downloaded shall be payable as a separate cash receipt/ DD drawn in favour of "The Rajasthan Small Industries Corporation Ltd.", Jaipur and the same should be enclosed along with the form at the time of submission of the tender by or before the due date.

1.12 The term **PLACE OF OPERATION** shall mean the ACC premises within the boundary wall and also the places where activities connected with the ACC is performed anywhere outside the boundary wall.

1.13 The term **SERVICES** shall mean the performance of any or all of the items of work enumerated in the Schedule of Operations including such other additional operations as are indicated by the Asstt. General Manager or any person authorised by him in this behalf.

1.14 The term **TENDERER** or **BIDDER** shall mean and include one or more persons or any firm or any company submitting the Tender in response to the NIT.

1.15 Words importing the singular only also include the plural and *vice versa* where the context requires.

2. General Bidding Procedures

2.1 *Eligibility Criteria for the Tenderer*

- a) Tenderer must have at least three years experience in handling and transportation of valuable cargo in covered vehicle with Gun-man. Experience certificate issued by competent authority must be furnished
- b) Tenderer should not be blacklisted from Central/ State Government departments/ PSUs.
- c) Tenderer must have a positive net worth based on the latest completed financial year's Profit & Loss A/c / Balance Sheet.

2.2 The tenderer shall furnish the following documents/ certificates along with technical bid:

- i) Experience certificate from the competent authority showing the experience in transportation business.
- j) A certificate from bankers about financial status and credibility showing the solvency position.
- k) A copy of the document in proof of the constitution of the firm (copy of partnership deed and registration certificate)/company (copy of incorporation certificate, Memorandum and Articles of Association).
- l) Latest Income Tax Clearance Certificate in original / its copy attested by a gazetted officer.
- m) Income and expenditure account and balance sheet of firm for the last two years duly certified by a chartered accountancy firm / audited annual report of our company for the last three years.
- n) Details of handling equipment like forklift, cranes and road vehicles.
- o) Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any contract resulting there from.
- p) List of other similar contracts with the Bidder for container handling and transportation in the following format:

S. No.	Name of Client	Place of Operation	Work assigned to the Bidder	Date of commencement of work

- q) The vehicle shall have a sound body with proper registration and other relevant documents including pollution control certificate. Vehicles should not be more than five years old (date of registration to be guide in this regard) and these should be maintained as required by laws of the land from time to time

2.3 *Amendment of Bidding Documents*

At any time prior to the deadline for submission of offers, RSIC may, whether at its own initiative or in response to clarification requested by a Bidder, modify the Bidding Documents, by the issuance of an Addendum.

The Addendum shall be sent in writing, by fax or by telex to all Bidders and shall be binding on them. The addendum will also be available on RSIC portal. Bidders shall promptly acknowledge receipt of such Addendum(s) by fax or mail or courier to RSIC.

In order to offer Bidder a reasonable time in which to take an Addendum into account, in preparing their offers, RSIC may, at its discretion, extend the deadline for the submission of offers.

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In order to offer Bidder a reasonable time in which to take an Addendum into account, in preparing their offers, RSIC may, at its discretion, extend the deadline for the submission of offers.

3 Conditions governing Submission of Bids

3.1 *Submission of Offers*

RSIC requires that the offers in response to NIT and complete in all respects, be submitted by 13:00 hrs (Indian Standard Time) on 09.08.17. The offers received after the 13:00 hrs will not be considered.

If the last date fixed for receiving Bids in the office happens or is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. This explanation will also apply in relaxation to other dates fixed for any purpose whatsoever.

3.2 *Sealing and Marking of Offer*

The Tender offer shall consist of two parts to be sealed and marked as under:

- a) Part 1 of the Bid offer super scribed as, "Documents in support of Eligibility" and sealed in a separate cover containing the documents.
- b) Part 2 of the Bid offer super scribed as, "Rates for Handling and Transportation of valuable Cargo" and sealed in a separate cover. **The Tender Document Set should be returned in original bearing signature of the Tenderer on each page along with the offer.**
- c) Banker's cheque or Demand Draft towards Earnest Money should be sealed in a separate cover and marked as "Earnest Money Deposit".
- d) All the above three packets should be again sealed in a single outer cover.

The inner and outer covers shall be addressed to
The Managing Director
The Rajasthan Small Industries Corporation Ltd
Udyog Bhawan, Tilak Marg
Jaipur 302 005

The outer cover shall bear the following identification in bold letters
"Bid for ACC H&T Contract" and words
"Do not open before 15:00 hrs IST on 09.08.17"

The outer and inner packets shall indicate the name and address of the Bidder to facilitate its return if the offer is received after the expiry of the notified date and time for receiving the Bids.

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

3.3 Validity of Bids

- a) Each Bid shall be considered to be a firm offer and further, that the offer shall remain valid and open for a period of not less than 90 days from the last date of "submission of Tenders".
- b) Any prospective Bidder can withdraw his offer by giving notice in writing to the Managing Director, RSIC on any date prior to the date notified for opening the Bids without forfeiture of Earnest Money Deposit.

Whole of the Earnest Money Deposit will stand forfeited if the notice for withdrawal of the offer by any Bidder is received after opening of the Bid.

3.4 Confidentiality

Any material contained in Part 1 of the offer i.e. Documents in Support of Eligibility which is intended to be confidential must be marked as such by the Bidder. RSIC shall treat all such information in confidence and shall require that all who have access to such material treat it in

confidence. RSIC shall not divulge any such information unless the Bidder authorises this in advance in writing.

3.5 *Changes to Submitted Offers*

Any alteration, modification or change in the offers as submitted shall be sent in writing to the Managing Director before the last date and time notified for receipt of the Bids in response to this Tender invitation. No notice or change, alteration or modification shall be considered after that date.

3.6 *Format and signing of the Offer*

- a) The Bidder shall prepare and submit one complete set of the offer in English. The offers shall be filled in indelible ink and each page shall be signed by the Bidder himself or authorised nominee. Only the Tenders filled in prescribed proforma issued from this office, duly authenticated by the competent authority and complete in all respects will be considered.
- b) Person or persons signing the Tender shall state in what capacity he or they are signing the Tender i.e. as a sole proprietor of a firm, or as a Secretary/Manager/Director etc. of a body corporate. In the case of partnership firm, the names of all the partners should be disclosed and the Tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the Contract, including the Arbitration Clause. The original or an attested copy of the partnership deed shall be furnished along with the Tender. In case of a Limited Company (i) the name of the Directors shall be mentioned and (ii) it shall be certified that the person signing the Tender is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the Tender. In the case of Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the family should sign the form and indicate his status below his signature.
- c) The person signing the Tender form or any documents forming part of the Tender on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the Contract including the Arbitration Clause. If the person so signing the Tender, fails to produce the said power of attorney, his Tender shall be liable to summarily rejection without prejudice to any other rights of the Corporation under the law. The 'Power of Attorney' should be signed by all the partners in the case of a Partnership concern and by the Proprietor in the case of a proprietary concern and by the person

who by his signature can bind the company in the case of a Limited Company or a Co-operative Society. In case of Hindu Undivided Family the 'Power of Attorney' should be signed by the Karta who by his signature, can bind the HUF.

- d) The offer shall be free from any erasures and alterations, except those made pursuant to instructions issued by RSIC, or for correcting minor typographical errors which may inadvertently creep in while writing out the offer in the given format. Such corrections shall be signed by the person(s) signing the offer.
- e) The offer duly completed must be accompanied by supporting documents wherever required in the interest of uniform and objective evaluation of the offer.

3.7 Offer Preparation Costs

The Bidder shall bear all the costs associated with the preparation of the offer and its participation in the negotiation process. RSIC shall not be responsible or in any way liable for such cost, regardless of the outcome of the Bidding process.

3.8 Earnest Money Deposit

Each Bidder must submit, with its offer an Earnest Money Deposit of .Rs. 10,000/-(Rupees Ten Thousand) in the form of banker's cheque or Demand Draft payable to "The Rajasthan Small Industries Corporation Ltd" payable at Jaipur.

The earnest money in respect of those Tenderers who are not taken as qualified on the basis of "Technical Qualifications" will be returned. The envelope super scribed "Rates for Handling and Transportation of Cargo" will also be returned without opening. The earnest money will be refunded to other unsuccessful Bidders as soon as possible after decision on Tenders and award of Contract to successful Bidder. For the successful Bidder, the earnest money deposited by him will be adjusted against security deposit. No interest will be payable on amount of earnest money or security deposit in any case.

3.9 Opening of Offer

The Bids will be opened at 15:00 hrs (IST) on 09.08.17 in the presence of Bidders who choose to attend.

The financial Bids of only those Tenders would be opened and considered who meet the criteria of eligibility and overall competence. In case of any discrepancy in the words and figures of the financial bid, the higher of the two shall be considered.

3.10 *Rejection of Bids*

Offers submitted by companies shall be rejected where the prospective Bidder or someone on behalf of such prospective Bidder directly or indirectly offers any monetary or other inducement to influence the members of the Evaluation Committee or any other authority with a view to securing the Contract, make false or misleading statements to influence RSIC in any way in the process of examination, clarification, evaluation and comparison of offers or questioning RSIC's decisions concerning the award of the Contract.

3.11 **Evaluation of offers**

3.11.1 *Non-Responsive Bids*

In the first stage, RSIC shall review the offers to determine whether they satisfy the eligibility criteria as regards technical competence, financial resources to undertake the job, etc. The decision relating to technical competence of the Bidder will rest with RSIC and would not be called into question.

RSIC reserves the right to reject any offer which is non-responsive. No request by/or on behalf of such Bidder for withdrawing or correcting the non-conforming deviation or reservation will be entertained. An offer shall be considered non-responsive for one or more of the following reasons:

- a) Received after the date and time specified for "Submission"
- b) Not accompanied by Earnest Money Deposit as required under provisions of Clause
- c) Not as per formats specified in the Tender Documents
- d) Does not contain the required information as specified
- e) The Bid Documents are not signed and sealed in the manner and to the extent indicated in the Bid documents
- f) The Bid and supporting documents show significant variation and inconsistencies
- g) The Bids are incomplete or conditional
- h) Does not meet the eligibility criteria which has been laid down.

3.11.2. *Criteria for Evaluation of Financial Bids*

In the second stage, the envelopes containing the financial Bids of the Bidders who have qualified shall be opened (in the presence of Bidders who wish to be present). The financial offers shall be ranked on the basis of the lowest transportation rates offered. The Corporation may resort to negotiations in case the quotes received are high or they fall within a band of 10% of the lowest quote in which case only those Tenderers would be called for negotiations whose bids fall within the 10% band.

3.11.3 Right to accept or reject Bids

Notwithstanding the foregoing stipulation, RSIC reserves the right to accept or reject any offer, to annul the Bid process and reject all offers, at any time prior to the signing of the Contract, without thereby incurring any liability to the rejected Bidders.

3.11.4 Irrevocability of Bid evaluation result

The evaluation result, as substantiated by the Evaluation Committee is irrevocable. The Bidders, when submitting their offers, implicitly agrees to abide by the Committee's decision and to refrain from any action in recourse. RSIC shall not enter into any discussion whatsoever on the criteria or modalities of the examination and evaluation of the Bid offers and ultimate selection of the successful Bidder.

Scope of Work

4. The scope of work

Handling and Transporting of Cargo from SEZ in Covered Vehicle from JSEZ (I&II) Sitapura to ACC, ICDs, FPO & Vice Versa in Jaipur. Handing over the cargo to the authorities and completing documentation formalities. Loading /Unloading charges of export/import cargo from / to covered Vehicle at ACC,ICDs, FPO, JSEZ (I & II). The work to be undertaken is attached with the document as Annexure -2.

- 4.1 The normal working hours of the JSEZ shall be from 11.00 a.m. to 6.00 p.m. but the Contractor may be required by the Asstt. General Manager/Incharge of ACC to work on any day including a holiday and for any duration of time after the normal working hours as per requirements and circumstances or when the traffic so demands.
- 4.2 The Contractor shall have to perform all the Services provided for in this Contract and also additional Services not specifically provided for in this Contract. Non-settlement of rates in respect of additional Services will not confer any right on the Contractor to refuse to carry out or render such Services.
- 4.3 The Contractor shall abide by all the rules and procedures including all the directions laid down by the Corporation or Asstt. General Manager on its behalf and/or the Customs and follow all the instructions given to him by the Asstt. General Manager or any officer acting on his behalf and which are not inconsistent with the terms and conditions of the Contract. Decision of the Asstt. General Manager or any officer acting on his behalf shall be final in the matters of proper performance of the operations.
- 4.4 The Contractor shall ensure that delicate/fragile/sensitive cargo or packages are handled carefully and as per the direction given on the packages/baggage or as per the directions of Asstt. General Manager/ Incharge ACC or exporter/importer or their agents.
- 4.5 The Contractor shall be responsible to take care and secure the cargo within the sheds or in open before and after the Customs examination till it is delivered to the importer or is stuffed for export.
- 4.6 Ordinary packing material shall be provided by the Contractor.
- 4.7 All account books/papers and documents pertaining to the operations carried out in connection with the Contract whether prepared by the Contractor on his own or in pursuance of the instructions laid down in the Rules or Procedure of the JSEZ shall be open for inspections, audit and counter signature by the Asstt. General Manager or any officer acting on his behalf including the Accounts and Audit Officers of the Accountant General of Rajasthan. The Contractor shall be responsible to produce the same at such time and place as may be directed by the Asstt. General Manager/ Incharge of ACC.

- 4.8 If the Corporation is made to give any guarantee of any kind to the Customs or any other agency, the Contractor shall be required to furnish, the same kind of guarantee to the Corporation, immediately.
- 4.9 The Contractor will be required to sign as surety for the Corporation on the Continuity Bond of adequate value to be executed with the Customs for safe transshipment of cargo from JSEZ I & II Sitapura to ACC Jaipur Airport Jaipur, ICD Mansarovar, Jaipur. ICD Concor, Kanakpura, Jaipur FPO Jaipur and vice versa.
- 4.10 The Contractor shall prepare and furnish details, documents, information etc as per the prescribed formats and at such intervals as directed by the Asstt. General Manager or requested by JSEZ I & II Sitapura Jaipur users for the betterment of the service rendered to the shippers through the JSEZ I & II Sitapura, Jaipur.
- 4.11 The Contractor shall always act and conduct himself in a business like manner in carrying out his activities.

GENERAL CONDITIONS

5. Postal Address for Communication

- a. Every Tenderer shall state in the Tender his postal address fully and clearly. Any communication sent to the Tenderer by post at his said address shall be deemed to have reached the Tenderer in time.

6. Acceptance of Tender

- 6.1 The authority for acceptance of the Tender documents and tendered rates will rest with the Competent Authority of the Corporation who does not bind himself to accept the lowest or any other Tender, nor does he undertake to assign reasons for his decision in this matter.
- 6.2 Acceptance of the Tender will be communicated by fax/telegram/letter which would be deemed to conclude the Contract.
- 6.3 The Tender documents in which the Tender is submitted by a Tenderer shall become the property of RSIC and RSIC shall have no obligation to return the same to the Tenderer.
- 6.4 Canvassing in connection with the Tender is strictly prohibited and the Tender submitted by the Tenderer who resorts to canvassing will be liable for rejection.
- 6.5 On acceptance of the Tender, the name of accredited representative(s) of the Tenderer, who would be responsible for taking instruction from RSIC, shall be communicated to RSIC within two working days.

7 Execution of Contract Document

The Tenderer whose Tender is accepted shall be required to appear at the Corporate Office of RSIC in person or, if the Tenderer is a firm, company or a corporation, a duly authorised representative shall so appear and execute the Contract documents within twenty one days of the date of issue of communication from RSIC and start the work immediately. Failure to do so shall constitute a breach of the Contract concluded by the acceptance of the Tender.

8 Status of the Contractor's Authorised Signatory

- 8.1 The Contractor shall nominate a person in whose hands the management and control of the work relating to the Contract during the tenure of the Contract would lie. The person so nominated shall be deemed to have power of attorney from the Contractor. And the Contractor shall be bound by his/her acts and representations in all respect.

- 8.2 The Contractor shall not, during the currency of the Contract, make without the prior approval of the Corporation, any change in the constitution of the firm as declared by him in the Tender. The Contractor shall notify to the Corporation the death/resignation of the partners/directors immediately on the occurrence of such an event. If the Contractor fails to notify such an event or the Corporation do not approve the change in the constitution of the firm, the Corporation shall have the right to terminate the Contract.

9 Earnest Money Deposit

- 9.1 The Tender shall be accompanied by an Earnest Money Deposit of Rs 10,000/- (Rupees Ten Thousand) without which the Tender will not be considered. The amount should be deposited through bank draft/banker's cheque drawn in favour of "The Rajasthan Small Industries Corporation Limited" payable at Jaipur. The bank draft/banker's cheque should be placed in a separate cover marked as "Earnest Money Deposit". The Earnest Money is towards the undertaking by the Bidder that the Bidder will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to RSIC.
- 9.2 The Earnest Money in respect of those Bidders who are not taken as qualified on the basis of "Technical Qualifications" will be returned. The envelope superscribed "Rates for Handling and Transportation of Cargo" will also be returned without opening. The Earnest Money will be refunded to other unsuccessful Bidders as soon as possible after decision on Tenders and award of Contract to the successful Bidder. For the successful Bidder, the Earnest Money deposited by him will be adjusted against Security Deposit.
- 9.3 The Earnest Money will be forfeited in the following cases without prejudice to any further rights or remedies in this regard:
- a) When the Bidder withdraws or modifies the offer after opening of the Tender but before acceptance of the Tender.
 - b) When the Bidder does not execute the agreement within the specified period.
 - c) When the Bidder does not deposit the Security Money after the Contract is given.
- 9.4 No interest will be payable on the Earnest Money Deposit in any case.

10 Security Deposit

- 10.1 The successful Bidder shall furnish a Security Deposit of Rs 50,000/- (Rupees Fifty Thousand) within one week of the acceptance of his Tender, failing which the Earnest Money Deposited mentioned above will be forfeited in full and the Contract shall be liable to be cancelled at his risk and cost subject to such other remedies as may be available to the Corporation under the terms of the Contract. This amount shall be deposited with the Corporation in the form of a bank draft, drawn in favour of "The Rajasthan Small Industries Corporation Limited" payable at Jaipur. The Earnest Money will be adjusted against the Security Deposit.
- 10.2 If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Contract and a fresh Security Deposit will be required to be furnished.
- 10.3 The amount of Security Deposit may be increased or decreased by the Managing Director at any time during which the Contract remains in force on the grounds of unexpected rise or fall in the business, quality of the Services rendered by the Contractor, inadequacy of the Security already deposited or on any other ground which makes the increase or decrease in amount of Security Deposit necessary.
- 10.4 Any amount of dues of the Corporation standing against the Contractor shall be deducted from the Security Deposit, or from any other amount payable to the Contractor, including other contracts. In the event of the Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balance of the sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the Corporation. Should that sum, also be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Corporation on demand the remaining balance due.
- 10.5 Whenever the Security Deposit falls short of the specific amount, the Contractor shall make good the deficit so that the total amount of the Security Deposit shall not at any time be less than the specified amount.
- 10.6 The Security Deposit may be forfeited if the Contractor leaves the Contract before the expiry of the Period of Contract or if he puts the Corporation to a financial or other loss by his conduct or otherwise or if he breaches any of the terms and conditions of the Contract or for any other reason by which he renders himself a *persona non grata* for the Corporation.
- 10.7 The Security Deposit shall be refunded to the Contractor six months after the successful completion of the Contract and issuance of a "No

Dues Certificate” by the Manager. However, even if there is any delay in refunding the Security Deposit, the Contractor will not be entitled to any interest.

- 10.8 No interest shall be paid on the Security Deposit or any other amount withheld for any reason or lying with RSIC in any form under the Contract.

11 Bank Guarantee

- 11.1 The successful Bidder shall furnish an irrevocable bank guarantee of Rs. 2,50,000/- (Rupees Two lac Fifty Thousand) drawn on any nationalised bank at Jaipur payable to “The Rajasthan Small Industries Corporation Limited” as per specimen at Annex - 3 to cover any loss or damage caused to or suffered by RSIC due to any damage/loss to container and/or cargo or on account of any claim due to such damage/loss by reason of any failure on the part of the Contractor to handle/carry container/cargo safely in contravention of the terms and conditions of this Contract. In the event of such loss or damage, Corporation shall have the right to invoke the bank guarantee without any reference to the Contractor or the bank.

- 11.2 The bank guarantee shall be valid for the entire period of the Contract and valid upto six months after the completion/termination of the Contract or till the settlement of any dispute under arbitration/court, if any, of the Contract to satisfy the claims, if any, of the Corporation against the Contractor.

- 11.3 Further, the successful Bidder shall have to indemnify the Corporation against any loss arising out of non-performance, mal-performance or malfeasance of the Contractor in discharge of his functions in the capacity of the Contractor.

12 Volume of Work

The volume of traffic is likely to fluctuate (increase or decrease) and the Contractor should note that no changes in the rates tendered and accepted nor any claim for compensation arising directly or indirectly out of such fluctuation in the volume of traffic to be handled during the currency of Contract shall be entertained.

- 12.1 No assurance is also given about any item of work at any time during the currency of the Contract. Mere mention of any item of work in this Tender does not by itself confer a right on the Contractor to demand that the work related to all or any item thereof should necessarily or exclusively be entrusted to him. It be clearly understood that no guarantee is given that all the items of the work as shown in the Schedule of Operations (Annex 2) will be required to be performed by the Contractor.

12.2 The Corporation will also have the right to appoint one or more Contractors for any or all the Services or to divide the work in between such Contractors in any manner that the Corporation may decide and no claim shall be against the Corporation by reason of such division of the work.

13 Period of Contract

13.1 At the initial stage, the Contract shall be awarded for a minimum period of two years, from the date of commencement of the work by the Contractor or any other date as may be mutually agreed.

13.2 The Contract can be extended for any period on the terms and conditions as mutually agreed. However, it will be obligatory on the part of the Contractor to continue to work on the same terms and conditions as the initial Contract even beyond the Period of Contract for at least four months or till a new contract is finalised whichever is earlier.

13.3 In the event the Contract is terminated by the Corporation for any reason earlier to the period specified above, the Period of Contract shall be deemed to be for the time during which it remains validly in force.

14 Liability of the Contractor for claims on the Corporation

14.1 If the Contractor fails to provide adequate number of vehicles, equipment, machinery or personnel or workman fails to provide any required service which may hinder the smooth functioning of the ACC or may effect adversely the reputation of the Corporation, the Asstt. General Manager shall make temporary alternative arrangements to cope with the work at the cost and risk of the Contractor and shall also levy a penalty which may extend up to Rs. 5,000/- in each case of default depending on the circumstances of the case and the nature of default.

14.2 In case of any shortage or damage and/or loss etc to goods for whatsoever reason and cause while the same are in the custody of the Contractor at the time of handling and transportation of the same, the Contractor shall be liable to make good to the Corporation the value of the goods including duty, penalties and fines as are leviable by the appropriate authorities for such shortage or damage or loss etc. In addition, if there is any reason for suspicion of collusion of the Contractor or his employee in such losses or damage the Asstt. General Manager at his discretion may impose a penalty as deemed fit. The action taken by the Asstt. General Manager will be final and binding on the Contractor.

14.3 In the event of failure of the Contractor to undertake the work after award of the Contract or resiling from the Contract during its currency,

the Corporation shall have the right to get the work done at his risk and cost and the Contractor shall be liable to make good the loss, if any, suffered by the Corporation on this account. The Corporation shall also have the right to deduct the amount of such loss from any sum (including Earnest Money and Security Deposit) then due or which at any time thereafter may become due to the Contractor under this Contract or any other contract with the Corporation and to claim the balance amount from the Contractor.

- 14.4 The Contractor shall indemnify the Corporation against any loss, damage, destruction, or deterioration of cargo and/or containers on account of any delay in handling and/or transportation of containers or any delay in delivery of cargo or due to any negligence or default on his part and/or on the part of his employees or due to failure of equipment or due to non-availability of adequate safety aids with his employees or due to pilferage of cargo by his employees or also due to carelessness, negligence, misconduct of his employees. Any payment made by the Corporation of damage/claims to the shipping lines/shipping agents/users on account against any loss, damage, destruction, or deterioration of cargo and/or containers shall be recovered from the Contractor. The Contractor shall pay on demand without any demur all claims met, and also litigation expenses, if any, incurred by the Corporation immediately. The Corporation shall have the right to deduct the amount of such loss from any sum (including Security Deposit) then due or may become due to the Contractor under this Contract. The decision of the corporation shall be final and binding on the Contractor in this regard.
- 14.5 Any overtime charges payable either to Customs or AAI/ICD/FPO or to any such authority shall be paid by the Contractor and no claim whatsoever shall be against the Corporation on this account.
- 14.6 In case of delay in destuffing/stuffing the trucks, in addition to the claims towards liquidated damages by the importers/exporters/ shipping agents or any other agency, the storage charges of the cargo which would accrue/would accrue to the Corporation will be deducted from the bills of the Contractor.

15 Liability for Loss or Damage to Cargo

The Contractor shall be liable to compensate RSIC in full for all damages and losses and claims in respect of damage to cargo, whether in his possession or not, through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.

16 Liability for Driver & Gunmen and/or Personnel engaged by the Contractor

- 16.1** All Driver & Gunmen and/or personnel employed by the Contractor

shall be engaged by him as his own employees/workmen in all respects implied or expressed.

- 16.2** The Contractor shall not employ any person/Driver & Gunmen below the age of 18 years. The Contractor shall indemnify the Corporation from and against all claims and penalties which may be suffered by the Corporation or any person employed by him by reason of any default on the part of the Contractor in complying with the provisions of the Employment of Children Act, 1938 or any re-enactment or modification of the same.
- 16.3** The responsibility to comply with the provisions of the various labour laws of the country such as the Factories Act, 1948; the Payment of Wages Act, 1936; the Workmen's Compensation Act, 1923; the Employees Provident Fund Act, 1952; the Maternity Benefit Act, 1961; the Contract Labour (Regulation and Abolition) Act, 1970; the Payment of Bonus Act, 1965; the Payment of Gratuity Act, 1972; the Equal Remuneration Act, 1976 or any other Act to the extent they are applicable to his establishment/workmen, will be solely that of the Contractor.
- 16.4** The Corporation shall be fully indemnified by the Contractor against all the payments, claims and liabilities whatsoever incidental or directly arising out of or in compliance to or enforcement of the provisions of the above said Acts or similar other enactment of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to his establishment/workmen.
- 16.5** The Corporation shall have the right to deduct from any money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or deduction made from his or their wages, which are not authorised or justified by the terms of the Contract or non-observance of the Rules, Regulations and or by way of fulfilment of any obligations on the part of the Contractor for strict observance of the provisions of the aforesaid laws.
- 16.6** In case of any injury to any labour or other personnel engaged by the Contractor during his being on duty or at work, the Contractor shall provide adequate medical facility to such injured personnel and shall also pay an adequate compensation in terms of money or otherwise to the personnel or his family members, which will be decided by the Managing Director of the Corporation in consultation with the Contractor.
- 16.7** The Asstt. General Manager/ Incharge shall allow the Contractor, his agents or representatives or employees to enter into the ACC premises for the sole purpose of rendering the Services for RSIC. The Contractor shall agree and undertake to make good any loss or damage caused to

the premises, goods, equipment and property by his agents, representatives or employees while rendering the Services. However, it is clarified that the employees of the Contractor shall be deployed in the operational areas only. The Contractor's employees without assigning job shall under no circumstances enter the ACC premises.

- 16.8** The Contractor shall maintain detailed record about the names, address both local and permanent and three copies of passport size photographs of each of the supervisors, loaders and other workers employed by him. The Contractor shall provide photo identify cards to the employees employed in supervisory capacity and badges to the other class of workers which they shall display on their left arms and only on that basis they will be allowed entry in the ACC premises. Any short term or casual appointments of any personnel shall be made only after giving intimation to the Asstt. General Manager. No person whose work is not satisfactory or whose antecedents are doubtful, or who has been found guilty of corrupt practices or of accepting tips or bribe shall be disengaged by the Contractor. Decision of the Asstt. General Manager shall be final and binding in these or other administrative matters. The Contractor should also furnish the details of employees engaged by him to the nearest police station. All the employees of the Contractor will be subject to the security check including search at the time of entry and departure from ACC. They shall also be required to sign in a register at the time of entry and departure. The Contractor shall ensure that all his employees, while on duty, are always in neat and clean and properly washed and ironed dress. In case the Contractor fails to comply with the provisions under this clause, the Asstt. General Manager will be free to do the needful at the Contractor's risk and cost and recover the amount from the Contractor.
- 16.9** If the Asstt. General Manager/ Incharge demands the Contractor for removal of any of his employees, the Contractor shall do so forthwith. The decision of the Assistant General Manager shall be final and binding on the Contractor. The Corporation shall in no way be liable for any consequences of such removal for which the Contractor will be fully responsible.
- 16.10** In complying with the said enactment or any statutory modifications thereof the Contractors shall also comply with or cause to be complied with the labour regulation/enactment made by the Government of Rajasthan/Central Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and unauthorised deductions, maintenance of wage book or wage slip, publication of the scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of like nature.
- 16.11** In every case in which by virtue of the provisions of the Sub-Section (1) of Section 12 of the Workmen's Compensation Act, 1923, the Corporation is obliged to pay compensation to a workman employed by the Contractor in execution of the Contract, the Corporation will recover

from the Contractor the amount of the compensation so paid and without prejudice to the rights of the Corporation under Sub-Section (2) of Section 12 of the said Act. The Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Corporation to the Contractor whether under this Contract or otherwise.

- 16.12** In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition) Rules, the Corporation is obliged to pay any amount of wages to a workman employed by the Contractor in execution of a Contract or to incur any expenditure in providing welfare and for health amenities required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractor, the Corporation will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the Corporation under Sub-Section (2) of Section 20 and Sub-Section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act. The Corporation shall also be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Corporation to the Contractor, whether under this agreement or otherwise.
- 16.13** The Corporation shall not be bound to contest any claims made against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act, in respect of the contract labour.
- 16.14** The Contractor, where required shall obtain a valid licence under the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Rules before the commencement of the work and shall continue to have a valid licence until the completion of the Contract.
- 16.15** The Contractor shall pay to the labour employed by him either directly or through Sub-Contractors, wages at the rate not less than the "minimum rates of wages" notified by the Government of Rajasthan or as per the provisions of the Contract Labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition) Rules, wherever applicable.

17 Payment of Wages to Workers

The Contractors shall pay, not less than the minimum wages, to the workers engaged by him on either time rate basis or piece rate basis. The minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by the appropriate authority, from time to time. The Contractor shall maintain necessary records and registers

like wage book and wage slip etc. Register of Unpaid Wages and Register of Fines and Deductions giving the relevant particulars.

18 Deductions, Set-Offs, Penalties, etc. (in case of loss, damage, violation of discipline, etc.)

18.1 Any sum of money due and payable to the Contractor (including Security Money returnable to him) under this Contract may be appropriated by the Corporation and set off against any claim of money arising out of or under any other contract made by the Contractor with the Corporation.

18.2 For seeking any relief or waiving of liquidated damages under this Contract, the Contractor shall have to inform about the contingency at once. Decision regarding any relief or waiver of penalty may be taken by the Managing Director depending on the reasons and circumstances of each case.

19. Upward/Downward Revision with Fluctuation in diesel prices.

The Contract is for a period of 2 years, the pay out to contractor will be reviewed on the following grounds, the other terms and conditions will remain unaltered

Change in diesel price: The contracted rates shall remain operative throughout the contract period except for variations in diesel prices, which will be reviewed every six month @ 0.3% for every 1% increase / decrease in diesel price due to government notification, duly supported by documentary evidence. The rate will be reviewed every six months from the date of commencement of contract and will be effective from the first of following month, after completion of 6 (six) months.

20 Remuneration and Payments

20.1 The Contractor shall be paid remuneration for specified Services on the basis of rates quoted by him in his Tender and accepted by the Corporation subject to the terms and conditions of the Contract. The Contractor may also be asked to provide additional Services not specifically provided for in this Contract, for which the remuneration shall be payable at the rates as may be settled by mutual negotiation. In the absence of an agreement being reached on the rates for such additional Services, the decision of Managing Director, RSIC will be final and binding and non-settlement of the rates for additional Services will not confer any right upon the Contractor to refuse to carry out or render such Services.

20.2 Payments will be made on the basis of bills submitted by the Contractor to the Asstt. General Manager. The bills shall be submitted in triplicate with its supporting documents. The certificate of the Asstt. General Manager as to the sum payable to the Contractor, for the work

carried out by him under the terms of the Contract, shall be final and binding on the Contractor.

- 20.3 The bills shall be prepared on monthly basis and should be submitted within next 30 days of the completion of the month. It shall be settled within 15 days in ordinary course. If any continuous operation is not completed for any reason within 30 days, the bills shall be presented for part services completed.
- 20.4 If the Corporation fails to make payment of a bill within 15 days of its presentation, upto 75% of the amount claimed in the bills shall be paid without scrutinising the claim, on the recommendation of Asstt. General Manager subject to adjustment of this amount on final clearance of the bill. Payment shall be made after deducting security amount, sales tax, income tax, penalties and other charges, if any.
- 20.5 On account payment up to the extent of 75% of the value of the work done can also be made to the Contractor if he fails to submit his bill on account of operational difficulties; labour problems etc on the recommendation of Asstt. General Manager.
- 20.6 No interest shall be payable on the amount claimed in the bill for delay in payment or for any reason whatsoever.
- 20.7 A claim for the Services rendered under this Contract shall be made by the Contractor within three months of such Service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof.
- 20.8 No claim in respect of under-payment to the Contractor shall be considered valid or shall be entertained unless a claim in writing is made within three months from the date on which payment of original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by RSIC.
- 20.9 In case of any dispute the decision of the Asstt. General Manager and on his reference, the decision of the Managing Director shall be final.

21 Deriving of Rates for Extra Services/Substituted Items

- 21.1 The rates for any new item of work or on substitution of an existing item by a modified item would be derived in the manner given below:
- a) As far as possible the rate of a new item of work or part work would be derived from the existing rate of an item of work which is by and large of similar nature and shall be accepted by the Contractor.
 - b) If it is not possible to derive the rate from an existing rate, then the rate prevailing at a similar facility nearby would be applicable.

- c) If no such rate is available, even in the nearby facility, then, the market rate would be ascertained by RSIC and shall be accepted by the Contractor.
- 21.2 The decision of the Managing Director, RSIC with respect to the rates for the extra/substituted items of work will be final and binding.

22 Termination of Contract

- 22.1 The Contract shall terminate in the following cases:
- a) On expiry of its time period unless renewed in a proper manner.
 - b) If the Contractor has been declared insolvent, or going into liquidation or winding up his business.
 - c) If Contractor is found guilty of gross misconduct, malpractice or misbehaviour.
 - d) In case of continuous breach of the terms and conditions of the Contract, violation of the ACC Manuals, Rules or procedure or non-compliance of the instructions of Asstt. General Manager.
 - e) In case of unsatisfactory Services.
 - f) In the interest of the Corporation.
 - g) If the Corporation does not need his Services any more.
 - h) For any other reason mentioned in the terms and conditions as specified in this document.
- 22.2 In case the Contract will terminate summarily and no notice shall be required. In all other cases the Corporation shall give a 30-day notice. In case the Contract terminates on account of any default on the part of Contractor his Security Money Deposit will be forfeited, and work shall be got done through other parties at the cost and risk of the Contractor for the remaining period of the agreement.
- 22.3 The Contractor shall have no right to terminate the agreement under any circumstances. If he discontinues the work before the expiry of the agreement, the Corporation will be entitled to get the work done from any other agency at the risk and cost of the Contractor for the remaining period of the agreement.
- 22.4 The termination of the agreement under this Clause or any other Clause shall not be deemed to prejudice or affect the claim or any right of indemnity which the RSIC may have against the Contractor in respect of any breach of any of the conditions of the agreement prior to its termination.

23 Arbitration

- 23.1 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.
- 23.2 Any demand for arbitration in respect of any claim(s) of the Contractor 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) of the Contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the Contract.
- 23.3 The venue of arbitration shall be Jaipur.
- 23.4 The work, under the Contract shall, if not impossible continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- 23.5 The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause.
- 23.6 The cost of Arbitration shall be borne by the parties as per the decision of the Arbitrator.

24 Special Conditions

- 24.1 The rates quoted to RSIC by the Contractor will be kept confidential and will not be made available to any third party
- 24.2 The Contractor will not on his own or in collaboration with some other party operate an ACC in any location in Rajasthan for a specified period of time to be mutually agreed upon
- 24.3 The Contractor will not offer his Services to any other ACC located in Rajasthan during the tenancy of the Contract.

25 Award of Contract to one or more Contractors

RSIC reserves the right to award the Contract either in part or full to any one of the Tenderers or can have more than one Contractor for the same job. RSIC's decision in this regard shall be final and binding on all the Contractors.

26 Subletting not Allowed

The Contractor shall not sublet, transfer or assign the Contract or any part thereof, without the previous written approval of RSIC. In case the Contractor contravenes this condition, RSIC shall be entitled to place the Contract elsewhere at the cost and risk of the Contractor and all expenses borne on this account shall be recovered from him.

27 Deduction towards Income Tax at Source

Deduction of Income Tax at source will be made from the money payable to the Contractor against the bills for the work done in accordance with provisions of the Income Tax Act, 1961 or any statutory modifications of the said Act, and a certificate of such deductions will be issued.

28 Notice etc

Save as otherwise provided, all notices to be issued and action to be taken for and on behalf of the Managing Director shall be issued or taken on his behalf by the Asstt. General Manager. The contractor shall furnish the names, designation and address of his authorised representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorised representative or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary cover of post or on the day on which they were delivered or left.

29 General

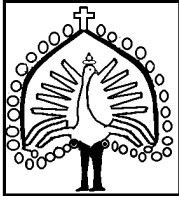
- 29.1 Any other matter not covered anywhere in these terms and conditions shall be decided by making a reference to the Managing Director and his decision shall be final in this respect.
- 29.2 Any clarification in regard to the meaning or intent or interpretation of any of the provision of these terms and conditions required on any point shall be sought from the Managing Director whose decision in the matter shall be final and binding.

29.3 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.

29.4 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 else where.

***All terms and conditions contained in page 1 to 35 along with their sub-
paras have been read carefully, understood and accepted.***

Signature of the Tenderer



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, E-mail rajsico@rajasthan.gov.in

CIN: U91110RJ1961SGC001118

TECHNICAL BID

(Annex-1)

Tender Form No.-----Tender Notice No.

Due on **13:00 hrs** at 09.08.17

Earnest Money: /-

SUB: Handling & Transportation by Covered Vehicle With Gunman for valuable Cargo from Jaipur special Economic Zone (SEZ) Ist And IInd Sitapura Jaipur to ACC Jaipur Airport, Jaipur, ICD Mansarover, Jaipur, ICD CONCOR, Kanakpura, Jaipur, FPO Jaipur & Vice Versa

1. Name of firm

2. Telephone No.

(Off.)_____

(Res.)_____

3. Office Address of the Firm

4. Address of the firm as per Permanent Regd. Certificate

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)	<u>In case of Company</u>		
i)	Regd. No. of the Company		_____
ii)	Name and Address of the Directors of the Company (Attach separate sheet if space is insufficient)		_____
6)	<u>BANK DETAILS OF TENDERER</u> <i>Banker's Name with Branch Account Type Account Number</i>	_____ _____ _____	
7)	Permanent Regd. Certificate No. & issued by (Enclose an attested photocopy of the same)		_____
8)	GST Nos. _____		_____
9)	PAN No. of the Tenderer		_____

(Enclose a certified copy of the same)

- * E.M. D of RS.
deposited vide CR
No. _____
dated _____ Pay order
N. 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 authorised representative signing this document enclose copy of the Authority letter.

DECLARATON

I/WE declare that the information provide in the tender and true and correct and also undertake that I / We have tendered. I / We have not been blacklisted by Central/ State Government departments/ PSUs..

(If this declaration is found to be incorrect then without prejudice to any other action that may be taken my / our security may be forfeited in full and the tender if any to the extent accepted may be cancelled).

(Signature of Tenderer)

Handling & Transportation OF Covered Vehicle With Gunman for valuable Cargo from Jaipur special Economic Zone (SEZ) Ist And IInd Sitapura jaipur to ACC Jaipur Airport, Jaipur , ICD Mansarover , Jaipur, ICD CONCOR, Kanakpura, Jaipur FPO Jaipur & Vice Versa

SCHEDULE OF OPERATIONS

A. Transport Operations

S. No.	Brief Description	Upto 1500 Kilometre/ month (Rate in Rs. per Covered Vehicle capacity 1 Tonne) with Gunman including Toll Tax and Parking charges
1.	Transporting Cargo from SEZ in Covered Vehicle from JSEZ (I&II) Sitapura to ACC, ICDs, FPO & Vice Versa. Handing over the cargo to the authorities and completing documentation formalities.	
2.	Additional Kms (Rate per KM)	

B. Cargo Handling Operations (Manual /Mechanised)

S. No.	Brief Description	Rate in Rs per Kg.
1.	Loading /Unloading charges of export/import cargo from / to covered Vehicle at ACC,ICDs, FPO, JSEZ (I & II)	

Note:

- 1. Bid documents including the Financial Bid is to be submitted in a separate envelope.**
- 2. The Bid documents set should be returned in original bearing signature of the Bidder on each page along with the Technical Bid (Annex-1)**

Declaration by the Bidder

We are ready to take up the above Services or any part thereof.

Place:
Date:

Signature and Name of the Authorised Person

BANK GUARANTEE BOND

1. In consideration of The Rajasthan Small Industries Corporation Limited (hereinafter referred to as RSIC) with registered office at Udyog Bhawan, Tilak Marg, Jaipur 302 005 acting through the Managing Director with office at Udyog Bhawan, Tilak Marg, Jaipur having agreed to permit M/s _____ (hereinafter called the said Contractor) to handle and transport cargo between JSEZS1st & IIInd Sitapura, Jaipur to ACC Jaipur Airport ICD Mansarovar, Jaipur and vice versa on its behalf as custodians of the export/import cargo on the terms and conditions of the agreement dated _____ made between _____ and _____ on production of a Bank Guarantee for Rs 2,50,000/- (Rupees Two Lac Fifty Thousand) only, we _____ Bank, (hereinafter referred to as the Bank) do hereby undertake (an promise) to pay to RSIC an amount not exceeding Rs 2,50,000/- (Rupees Two Lac Fifty Thousand) only against any loss or damages caused to or suffered or would be caused to or suffered by the containers or cargo therein or RSIC by reason of any failure or the Contractor to carry containers/cargo safely in contravention of the terms and conditions contained in the said agreement.

2. We _____ Bank, do hereby undertake and promise to pay the amounts due or payable under this guarantee without any demur, merely on a demand from the Managing Director, RSIC, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by RSIC by reason of any failure of the said Contractor failure to perform the said operations safely without damaging the cargo. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs 2,50,000/- (Rupees Two Lac Fifty Thousand) only. The guarantee shall expire on _____.

3. We _____ Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of RSIC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before 06 months after the date of completion of the contract we shall be discharged from all liability under this guarantee thereafter.
 - (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this agreement will remain in force and effect until such time as this guarantee is discharged in writing by RSIC or until the date of the expiry of the Contract (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof is given by the RSIC within 3 months from the date of aforesaid.

- (b) Provided that we _____ Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Corporation. If the guarantee is not renewed or the period extended on demand, we _____ Bank shall pay to RSIC the full amount of the guarantee on demand and without demur.
4. We _____ Bank further agree with RSIC that RSIC shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by RSIC against the said Contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any bearance, act or commission on the part of RSIC or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.
6. We _____ Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of RSIC in writing.

Date:

Officer's signature with Bank Seal

AGREEMENT

Annex -4

THIS DEED OF AGREEMENT is made on thisDay ofTwo Thousand Seventeen at Jaipur City Rajasthan

1. The Rajasthan Small Industries Corporation Limited through its Secretary Ravi Agrawal, Udyog Bhawan, Tilak Marg, Jaipur hereinafter called RSIC or “the Corporation” of the one part” and
2. M/sThrough its Partner/ Directors/ Proprietor Shriby Cast - resident ofhereinafter called “the Contractor” of the other part.

WHEREAS the Corporation has invited offer for **Handling and transportation by covered vehicle with gunman for valuable cargo amongst Jaipur speical economic zone (jsez, i and ii) sitapura, Jaipur & Acc, jaipur airport Jaipur ICD mansarovar, ICD Kankpura, Jaipur, FPO, Jaipur and vice versa**

AND WHEREAS the Contractor has submitted their offer.

AND WHEREAS the Contractor after considering the same was issued a Letter vide No.

.....
NOW THIS DEED OF AGREEMENT WITNESSES AS UNDER:

1. That in consideration of covenant for the payment, the contractor hereby covenants with the corporation to render all services in relation to **Handling and transportation by covered vehicle with gunman for valuable cargo** mentioned in the order and also undertakes to fulfil all its contractual obligation in time to the entire satisfaction of the Corporation.
2. The contractor further agrees to fulfil all the responsibilities of the contractor. The Contractor agrees to provide all incidental services and to discharge responsibly as per the direction of the Corporation without any objection.
3. That the corporation has agreed to award the work on the assurances given by contractor and in the belief that they have sufficient experience and capacity/ means to fulfil the works of the awarded contract and all the information provided is correct and nothing is false and misrepresented. In case any information is found incorrect by the Corporation, the Corporation will be free to terminate the contract forthwith without any prior notice and to recover all the damages from the Contractor. The Contractor further undertakes to submit on demand any further proof with regard to the information provided.
4. That the Contractor will provide and discharge their all contractual obligation in a time manner to the entire satisfaction of the Corporation and in the event of failing to do so. The Corporation will be free to terminate the contract immediately even without notice and the Corporation will be free to get the work done or part of the work at the cost, risk and responsibility of the Contractor from any other party.
5. That the contractor will be solely responsible for the safe and proper handling and transportation and also responsible for all the damages caused to the goods and also with regard to the claims made from other concern.

6. That the contractor is to compensate and indemnify the Corporation as against all the claims of the owners of the goods.
7. That the contractor will have to complete all the formalities in a timely manner and in case the contractor fails to complete all the formalities in time and consequently fine, penalties are imposed or any action is taken, the contractor shall be solely responsible there for.
8. That the contractor has agreed to all terms and condition for **Handling and transportation by covered vehicle with gunman for valuable cargo** including terms in the letter vide no.dated.....issued by the Corporation is part of the agreement and all the terms and conditions mentioned therein, which are not inconsistent with the specific terms of the agreement also form part of the present agreement. In token of acceptance of all the documents mentioned herein above, parties have signed the documents.
9. That the Corporation will be free to terminate the contract in the interest of the Corporation at any time without assigning any reason and without giving any prior notice.
10. That this agreement will remain in force for a period of two years, from the date of commencement of the work by the Contractor or any other date as may be mutually agreed. The period of the agreement can further be extended beyond four months or till a new contract is finalized whichever is earlier.
11. The contractor shall be solely and completely responsible for any delay while rendering services under the agreement as well as for any damage caused to any container however while handling of the same. No claim in this behalf shall be made against the Corporation.
12. A claim for due share in revenue for the services rendered under this contract shall be made by the contractor within three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof.
13. No claim in respect of under payment of contractor shall be considered valid or shall be entertained unless a claim in writing is made within three months from the date on which payment of original claim thereof was made. Any claim for such under payment not received within the stipulated three months period shall be liable to be summarily rejected by RSIC whose decision shall be final in this respect.
14. In case of any dispute, the decision of the AGM(ACC), Jaipur and on his reference, the decision of the Managing Director shall be final.

15. 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, the Managing Director shall nominate another person to take over this function as soon as possible. Such person shall proceed further from the stage where the matter was left by his predecessor. The arbitration shall given reasons for the award.

16. Any demand for arbitration in respect of any claim(s) of the contractor 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 claims of the contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the contract.

17. The venue of arbitration shall be Jaipur.

18. The work under the contract shall if not impossible to continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

19. The provision of Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause.

20. The cost of arbitration shall be borne by the parties as per the decision of the arbitration.

IN WITNESSES whereof the parties herein have executed these presence and the day, month and year first hereinabove written.

For and on behalf of
The Rajasthan Small Industries Corporation Ltd.

For and behalf of
M/s.....

Witnesses:

Witnesses:

1.....

1.....

2.....

2.....