

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD
(A Government of Rajasthan Undertaking)
e-TENDER
FOR
ESTABLISHING OF CONTAINER REPAIR FACILITY ON LEASED OUT SPACE FOR
REPAIR OF ISO CONTAINERS

INLAND CONTAINER DEPOT JAIPUR & / JODHPUR

Tender Document Cost: Rs 1,000/(Non refundable)

RISL Processing Fees: Rs. 1,000/-(Non refundable)

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

S.No.	Schedule	Date	Time
1.	Publishing Date	24.09.15	12.00
2.	Document Download Start Date	24.09.15	12.00
3.	Bid Submission Start Date	24.09.15	12.00
4.	Bid Submission End Date	19.10.15	13.00
5.	Bid Opening Date	19.10.15	15.00

Head Office

Udyog Bhawan, Tilak Marg
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Rajsico Official Website: www.rajsico.gov.in

Tender Site: eproc.rajasthan.gov.in

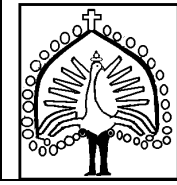
Email: rajsico@rajasthan.gov.in

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COPY OF NIT

PUBLISHED IN RASHTRADOOT / BUSINESS STANDARD ON 24.9.2015



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e-TENDER NOTICE

Following tenders are invited from interested parties:

1. Handling & Transportation of Containers & Cargo contract at ICD Jodhpur
2. Short lead transportation contract at ICD Jaipur
3. Establishing of container repair facility on lease out space at ICD Jaipur & Jodhpur.

Last date of tenders' submission is 19.10. 2015 by 1:00 PM . Online Tender should be submitted on Rajasthan State Tender Portal eproc.rajasthan.gov.in. Details are also available on www.rajsico.gov.in.

MANAGING DIRECTOR

To

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

Sub: Submission of e-tender for establishing of container repair facility of ISO Containers at ICD Jaipur/ and ICD Jodhpur.

Dear Sir,

Subject to the conditions given in the instructions for submission of the Bid and the general and special terms and conditions of the Tender Document. I/we hereby tender for establishing of container repair facility of ISO Containers at Inland Container Depot, Jaipur/ and Jodhpur for the lease rent as entered in Financial bid,

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 Document.

Yours faithfully,

(Name and signature of the Authorised Signatory)
Tenderer's address:

1. GENERAL

The Rajasthan Small Industries Corporation is pleased to invite offers from interested and experienced parties, under single packet, for establishing Container Repair Facility on leased out space for repair of ISO containers at ICD, Jaipur/ and Jodhpur. Parties are free to participate for ICD, Jaipur or ICD, Jodhpur or both.

The general terms and conditions, scope of work, etc., are mentioned below:

1.1 **Overall Supervision and Control of ICD**

The Corporation, being the Custodian of the ICD at Jaipur & Jodhpur, shall exercise full supervision and control and the contractor who shall function as per the instructions and guidelines provided by the Corporation.

1.2 **Brief Description of work:**

The work to be undertaken includes establishing of container repair facility on leased out space to carry all major and minor repairs of damaged ISO containers as per IICL specifications including arrangement for pre and post repair survey / certifications as required by RSIC officials/ shipping lines.

1.3 **Deposit of Payment**

The Monthly lease rent shall be deposited in advance by 7th of the month in Cash/Demand Draft/Banker's Cheque at the cash counter of the ICD to the Cashier of the Corporation. The amount shall be charged including applicable service tax etc. Late payment will attract an interest @ 18% per annum.

There shall be an increment of 10% compounded annually in lease rent after completion of each year. A year is completion of 12 months from the date of possession of area in ICD. The contractor shall pay a fixed monthly water charges @ Rs 300/ month. Contractor shall also arrange to install an electric sub metre and pay the charges according to usage. **The scrape so generated during repair will be the property of Contractor and accordingly the price bid should be quoted in financial bid.**

1.4 **Area Allotment:**

A total area of 130 Sq metres at ICD Jaipur and 105 Sq metres at ICD Jodhpur will be allocated for repair activities. The contractor should ensure that the repair activities are undertaken within the allocated area.

1.5.1 The Contractor has submitted the bid after completely understanding the nature of contract, laws applicable and compliances required to be made.

Signature of the Tenderer

1.6 Earnest Money Deposit

- a. The Tender shall be accompanied by an Earnest Money Deposit of **Rs 10000/- (Rupees ten thousand)** per ICD 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 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.
- b. The Earnest Money will be refunded to 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.
- c. The Earnest Money will be forfeited in the following cases without prejudice to any further rights or remedies in this regard:
 - i) When the Bidder withdraws or modifies the offer.
 - ii) When the Bidder does not execute the agreement within the specified period.
 - iii) When the Bidder does not deposit the Security Money after acceptance of the tender.
- d. No interest will be payable on the Earnest Money Deposit in any case.

1.7 **Security Deposit:** Rs. 50,000/- each ICD (separately for ICD Jodhpur and ICD Jaipur). **Before commencement of contract the tenderer should submit a security deposit of Rs 50,000/- (refundable) in the form of Demand draft in favour of *The Rajasthan Small Industries Corporation Ltd, payable at Jaipur.***

- a) Any amount of dues of the Corporation standing against the Contractor shall be deducted from the Security Deposit. 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.
- b) 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.

Signature of the Tenderer

- c) 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 persona *non grata* for the Corporation.
- d) 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 (ICD). However, even if there is any delay in refunding the Security Deposit, the Contractor will not be entitled to any interest.
- e) 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.

Terms & Conditions single bid System (Technical & Financial) has to be put in one envelope

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

**2. General Bidding Procedures
Instruction to bidders for online submission of e-tender**

- 2.1 The bidders who are interested in bidding can download tender documents from <http://eproc.rajsthan.gov.in>

Signature of the Tenderer

- 2.2 Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per information technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt,(n) code etc or Government of Rajasthan e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate Contact No. 0141-4022688(Help Desk 10 AM to 6 PM on all working days) email: eproc@rajasthan.gov.in Address: e-procurement cell, RISL, Yojana Bhawan, Tilak marg, C-Scheme, Jaipur.
- 2.3 Bidder shall submit their offer on-line in electronic formats both for technical and financial proposals under one packet system; however DD/Banker Cheque for Tender Fees, Processing Fees and EMD should be submitted manually in the office of Tendering Authority (RSIC Ltd.) before scheduled date & time as mentioned in NIT. Scanned copy of DD should also be uploaded along with the online Bid.
- 2.4 Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- 2.5 Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
- 2.6 Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process.
- 2.7 Bidders shall have to enter the documents in the "cover" as per the following **order:- In the fee Cover (in PDF/jpg format)**
- a. Scanned copy of DD/Banker's Cheque for tender fee Rs 1000/- for each ICD in favour of "The Rajasthan Small Industries Corporation Ltd.", payable at Jaipur
 - b. Scanned copy of DD/Banker's Cheque for Earnest Money (Rs 10000/-) for each ICD in favour of "The Rajasthan Small Industries Corporation Ltd.", payable at Jaipur
 - c. Scanned copy of DD/Banker's Cheque for Processing Fees (Rs 1000/-) for each ICD in favour of MD,RISL payable at Jaipur
 - d. The annual gross turnover of the company/firm for the last two years certified by a Chartered Accountant.
 - e. List of other similar contracts undertaken by Bidder. **The tenderer should have direct experience in repairing of ISO/DSO containers of shipping line/ CFS/Empty Park/ICDs**
 - f. Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by Central/State Government and/or any Public Sector Undertaking.

Signature of the Tenderer

g. Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any Contract resulting therefrom.

h. **Details of staff certified for container repair and inspection issued by International Institute of Container Lessors.**

Special Note:

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

Study of Local Conditions

The Tenderer is advised in his own interest to visit the site of the work and acquaint himself with all local conditions, means of access to the ICD, nature of work etc.

3. Validity of Bids

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”.

Any prospective Bidder cannot withdraw his offer.

4. Changes to Submitted Offers

Any alteration, modification or change in the offers is not allowed.

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.

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.

Signature of the Tenderer

- 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. or in case of limited company the copy of resolution authorizing.
- 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.

5. 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.

7. Opening of Offer

The offer will be opened at 3 PM on 19.10.15, in the presence of Bidders who choose to attend.

8. 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.

9. Evaluation of Offers

The offer & document submitted will be examined by committee to ascertain eligibility and financial parameters quoted for comparison and evaluation of the offers.

The financial offers shall be ranked on the basis of highest/ feasible lease rent received in the financial bid.

Signature of the Tenderer

10. 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.

11. 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.

12. Acceptance of Tender

- i) The authority for acceptance of the Tender documents will rest with the Competent Authority of the Corporation who does not bind himself to accept the highest or any other Tender, nor does he undertake to assign reasons for his decision in this matter.
- ii) Acceptance of the Tender will be communicated by e.Mail/fax/telegram/letter which would be deemed to conclude the Contract.
- iii) 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.
- iv) 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.
- v) 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.

13. 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 all Contract documents and complete formalities within thirty days of the date of issue of communication from RSIC before starting the work. Failure to do so shall constitute a breach of the Contract concluded by the acceptance of the Tender.

14. Period of Contract

- i) At the initial stage, the Contract shall be awarded for a minimum period of two years or termination of custodianship of the Corporation, whichever is earlier, from the date of commencement of the work by the Contractor or such other date as may be mutually agreed upon.
- ii) The Contract may be extended for one more year on mutual consent of both the parties. 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 three months or till a new contract is finalised whichever is earlier.
- iii) 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.

Signature of the Tenderer

15. Volume of Work

No definite quantum of work can be guaranteed. It shall not be the cause of any dispute about the nature and extent of the operations. The nature and extent of the work is and shall remain subject to variations and adjustments depending upon the actual requirements. Any variation, addition and/or omission in the items of the work to be actually carried out shall not form the basis of any dispute and shall not give rise to any claim of compensation.

The Corporation will also have the right to make panel of 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.

16. General: Terms & Conditions.

- a. RSIC reserves the right to reject any or all tender without assigning any reason.
- b. The commencement of contract can be extended by RSIC on request of the contractor.
- c. The contractor shall be solely responsible for compliance of all applicable laws and statutory provision prevalent/ added from time to time.
- d. All disputes arising out of this contract shall be referred to CMD/MD, in writing ,who shall be the Sole Arbitrator of this Corporation for adjudication under provisions of Arbitration & Conciliation Act, 1996 and verdict of the Sole Arbitrator shall be binding on both the parties. The cost thereof shall be borne by both the parties as decided by the Arbitrator.
- e. In case of non settlement of dispute court jurisdiction shall be at Jaipur only.
- f. Subletting is not permitted

17. Unsatisfactory performance:

Depot In-charge may impose a penalty upto Rs 500/- per incidence of wilful negligence or/ and misconduct of staff deployed or non performance of repair activities. Repeated non conformity to orders and non payment of lease rent, other applicable charges etc. will lead to cancellation of contract.

All terms and conditions contained in Tender document Page No. 1 to 12 have been read carefully, understood and accepted.

Signature of the Tenderer

Financial Bid
(SAMPLE)

**(TO BE FILLED AND UPLOAD ON EPROC.RAJASTHAN.GOV.IN PORTAL IN .XLS
FORMAT AVAILABLE ON eproc.rajasthan.gov.in)**

**Sub: Contract for establishing of Container Repair Facility on leased out space
for repair of ISO / DSO containers at ICD, Jaipur & / ICD, Jodhpur of RSIC**

Ref Tender No:

Financial (Price) bid for ICD Jaipur & / Jodhpur

S. No	Description	Lease rent (to be quoted by Tenderer) in Rs
1	Lease rent for open space given by RSIC (130 Sqm) at ICD/ Jaipur	Rs
2.	Lease rent for open space given by RSIC (105 Sqm) at ICD/ Jodhpur	Rs

Signature of the Tenderer