



**THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.**

**Udyog Bhawan, Tilak Marg, C-Scheme,**

**Jaipur-302005**

**Phone: 0141-2227267 Fax: 0141-5115766**

**website: [www.rajsico.gov.in](http://www.rajsico.gov.in) ; email: [rajsico@rajasthan.gov.in](mailto:rajsico@rajasthan.gov.in)**

**CIN: U91110RJ1961SGC001118**

**NOTICE FOR INVITING TENDER**

RSIC, Jaipur invites tender in one Cover system for the supply and installation of Split Air Conditioners of Make O-General/Daiken/ Mitsubishi as per details mentioned below:-

01	Estimated Cost	Rs 9,50,000/-
02	Earnest Money Deposit	Rs 19,000/-
03	Tender Fee	Rs. 500/-
04	Sale of Tender documents	From 22.03.2018 to 05.04.2018
05	Bid submission End Date & Time	05.04.2018 (13:00 hrs.)
06	Date & Time of Opening of bid.	05.04.2018 at 15:00 hrs. in RSIC Head Office
07	Before participation in the tender, bidder should have valid dealership/retailer ship of the company.	

For any other details bidder is requested to see our website:[www.rajsico.gov.in](http://www.rajsico.gov.in).

(Ravi Agrawal)  
General Manager

# Schedule and Specification

## INFORMATION USEFUL FOR THE SUPPLIERS:-

The above noted supply is included in this tender. The tenderer should see the site and fully understand the condition of the site before tendering and include all lead lift etc. rate to be quoted in the Schedule 'G' The supply and installation shall be carried out in accordance with the RSIC detailed specification as per Schedule 'G'

## TIME FOR COMPLETION OF SUPPLY AND INSTALLATION

15 days after the date of issue of supply order.

## LOCATION OF SUPPLY AND INSTALLATION:

S.No.	Name of Unit	Qty of supply with installation of New AC
1.	RSIC, Head Office Udyog Bhwan, Tilak Marg, C-Scheme, Jaipur	2 Ton AC - 3 Nos. 1.5 Ton AC- 3 Nos.
2.	Rajasthali Jaipur, Opposite Ajmeri Gate, Jaipur	1.5 Ton AC- 16 Nos.

Document should be submitted along with Bid:

1. PAN Card of Supplier
2. GST Registration of Supplied
3. Valid dealership/retailer ship of the company. (attested Copy should be enclosed)
4. Income Tax Return 2016-17 or 2017-18.
5. Registration of Company/Firm
6. Profile of Company/Firm

## FINANCIAL BID(BOQ) SCHEDULE 'G' ATTACHED SEPARATELY

Tenderer should visit at the site RSIC HO and Rajasthali Jaipur before quoting the rates of Buyback of Existing AC/ Plant

Sign and Seal of Tenderer

### TENDERER DETAILS

S.No.	Description	Remarks
1.	Name of the Bidder	
2.	Address for Communication with the Bidder	
3.	Complete Postal Address	
4.	Telephone No., Fax No., Mobile no.	
5.	E- Mail Address	
6.	Status of the Bidder: (Please Tick).	
7.	Individual	
8.	Proprietorship firm/Partnership firm/ Private Limited Company: Attach in support of your status	
9.	Details of Earnest money deposited Demand Draft /Pay order	No. & Date. Name of Bank Payable at
10.	PAN No.(Copy enclosed)	
11.	Profile of Firm(Copy enclosed)	
12.	Income Tax Return 2016-17 or 2017-18 (Copy enclosed)	
13.	GST Identification No. (Copy enclosed)	
14.	Valid dealership/retailer ship of the company. (attested Copy should be enclosed)	

## **GENERAL CONDITION:-**

1. The supply shall be carried out as per nomenclature and specification as specified in 'G' Schedule
2. The accessories/material used should be of approved makes as per specification in 'G' schedule.
3. Wiring shall be done with colour coding as per specification and ferruling should be done for light and power circuit at both distribution board end and at switch board end without extra cost.
4. Before participation in the tender, bidder should have valid dealership/retailer ship of the company.
5. The Supplier shall submit the test reports of the items from the concerned manufacturer if required.
6. The Supplier shall follow all the relevant labour laws with respect to labour employed by him. The RSIC shall not be responsible for any kinds of disputes/hazards/mishapping during the execution of work.
7. Time period/ amount can be increased/decreased according to progress of work.
8. Supplier should handover the material as well as inventories to the RSIC.
9. It is the duty of the Supplier to get the layout drawing from the RSIC within 5 days of receipt of supply order.
10. Supplier should submit the final as built drawing & 'D' from before final bill payments.
11. Supplier should got approved drawing of panel before fabrication form the RSIC
12. Minor repair/dismantling of civil works etc. should be done by the Supplier without any extra cost.
13. The Supplier must sign all papers.
14. Supplier should quoted rates inclusive of GST and all other taxes as applicable.
  
15. PAYMENT: Preference will be given to bidders who accept our normal payment terms of 100% payment within 15 days after receipt and inspection of the items or erection and successful commissioning/installation of the equipment at our site.
  
16. EARNEST MONEY DEPOSIT:
  - a) All Tenderers including supplier to should furnish Earnest Money Rs. 19000/- by way of the Bank Draft/Banker Cheque in favour of "The Rajasthan Small Industries Corporation Limited" payable Jaipur
  - b) Earnest Money shall be forfeited if rates are revised, modified during this period or extended period, or the order is not executed after acceptance of this offer.
  - c) If any supplier backs out after the Corporation has accepted his tender it will be
  - d) considered as default and the Earnest Money deposit will be forfeited by the Corporation by informing the supplier as having done so.
  - e) The Earnest Money Deposit shall not bear any interest.
  - f) The Earnest Money Deposit shall be refunded to the in successful tenderers as
  - g) quickly as possible after the tender is decided. Earnest Money of the successful tenderer will be adjusted in the performance security.

Sign and Seal of Tenderer

17. PERFORMANCE SECURITY DEPOSIT:
- a) The amount of Security Deposit @ 5% of the total value of purchase order shall be deposited by the successful tenderer on demand
  - b) Failure to furnish security deposit in accordance with the conditions of the tender within 5 days of the award of the contract shall be considered to be breach of contract, which would give the Corporation the right to terminate the contract and forfeit the Earnest Money Deposit amount in addition to the right of enforcing risk purchase at the cost of suppliers / tenderers.
  - c) The security deposit shall not bear any interest. The Corporation reserves the right to adjust security deposit towards any amount due to it from the successful tenderer and in such an event the successful tenderer on receipt of notice from the Corporation shall make further deposit to re-store the security deposit to the full amount.
  - d) The security deposit shall be liable to be forfeited wholly or partially at the sole discretion of the Corporation should the successful tenderer either fail to deliver supplies as per delivery schedule or to fulfill his contractual obligations or to settle in full his dues to the Corporation. This will be in addition to the Corporation right to make risk purchases from the open market by tender or by any other mode of purchase at the risk and cost of the supplier in respect of such quantities that the supplier fails to deliver in accordance with the schedule of delivery agreed to.
  - e) The Corporation is empowered to deduct from the security deposit or from any other outstanding amount, any sum that may be fixed by the Corporation as being the amount of loss or losses or damages suffered by it due to delay in performance or non-performance of any of the conditions of the tenders/contract.
18. Tenderer should visit at the site RSIC HO and Rajasthali Jaipur before quoting the rates of Buyback of Existing AC/ Plant
19. Successful tenderer will execute agreement on Rs. 500/- non judicial stamp as per Annexure 'A' within 5 days on award of work order.

Sign and Seal of Tenderer

**Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest :-**

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to;

- (a) have controlling partners/shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of the Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) the bidder participates in more than one Bid in abiding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

Signature of Tenderer \_\_\_\_\_

**Declaration by The Bidder regarding Qualification**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... for procurement of  
..... in response to their Notice Inviting Bid No. ....  
Dated.....

I/We hereby declare under Section 7 of Rajasthan Transparency in Public  
Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership , bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:

Signature of Bidder

Place :

Name:

Designation:

Address:

**Grievance Redressal during Procurement Process**

The designation and address of the Appellate Authority

**(1) Filling an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the or the Guidelines issued thereunder, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.

**(4) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality

**(5) Form of Appeal**

- (a) An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to Appellate Authority, as the case may be, in person or through registered post or authorized representative.



**(6) Fee for Filing Appeal**

- (a) Fee for filling appeal shall be rupees two thousand five hundred, which shall be non-refundable.
- (b) The fee shall be paid in the form of ban demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

- (a) The Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies there of relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

Signature of Tenderer \_\_\_\_\_

**Form No. – 1 Memorandum of Appeal (See sub-rule 1 of rule 83)**  
**Memorandum of Appeal under the Rajasthan Transparency in Public**

**Procurement Act, 2012**

Appeal No ..... of .....  
Before.....(Appellate Authority)

1 Particulars of appellant:

- (i) Name and father's name of the appellant :.....
- (ii) Official address :.....
- (iii) Residential address :.....

2. Name and address of the respondent(s)

- (i) .....
- (ii).....
- (iii) .....

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved

.....

4. If the Appellant proposes to be represented by :.....  
a representative the name and postal address .....  
of the representative. ....

5. Number of affidavits and documents enclose with the appeal:

6. Grounds of appeal:-

.....

.....(Supported by  
an affidavit)

7. Prayer .....  
.....

Place .....

Date .....

Signature of Tenderer \_\_\_\_\_

**Additional Conditions of Contract**

**1. Correction of arithmetic errors.-**

Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

**2. Procuring Entity's Right to vary Quantities.-**

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**3. Dividing quantities among more than one bidder at the time of award.-**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of Tenderer \_\_\_\_\_

## FINANCIAL BID(BOQ)

Sl. No.	Descriptions of items	Make	Qty. Required	Rate per Unit Rs.	GST per Unit Rs.	Total amount Per Unit Rs.
01	Supply and Installation of Split Air Conditioner of Make O-General/Daiken/Mitsubishi with INV Rotary Compressor in 2.0 Ton capacity with 3 Star [2018] with remote control with remote control along with 4KV Staplizer. Having Copper Condenser and Green Gas(Environment friendly (including accessories like PVC Pipe, Copper Pipe, MS Frame Powder Coated wall handing stand unit of Split		3			
02	Supply and Installation of Split Air Conditioner of Make O-General/Daiken/Mitsubishi with INV Rotary Compressor in 1.5 Ton capacity with 3 Star [2018] with remote control with remote control along with 4KV Staplizer. Having Copper Condenser and Green Gas(Environment friendly (including accessories like PVC Pipe, Copper Pipe, MS Frame Powder Coated wall handing stand unit of Split		19			
	Less: Buy Back amount of Existing AC Plant Installed at Rajasthali Jaipur and RSIC HO					
	Total					

(Rs. In Words.....)

Sign and Seal of Tenderer

**AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day \_\_\_\_\_ of ..... by and between:

- (i) The Rajasthan Small Industries Corporation Limited with Head Office at Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (here referred as "RSIC") which expression unless repugnant to the context or meaning hereof at, present represented by Secretary, The Rajasthan Small Industries Corporation Limited, having its office at Udyog Bhawan, Tilak Mark, C-Scheme, Jaipur -302005, (which term or expression shall unless Repugnant to the context or meaning thereof shall mean and include its successors-in office and assigns) of the FIRST PART;

AND

- (ii) M/s ....., a firm registered under the GST Department vide No..... having its registered office at ..... hereinafter referred to as "Supplier" through its Authorized Signatory/ Proprietor (which expression shall unless repugnant to the context or meaning thereof shall include its successors-in business and assigns) of the SECOND PART.

**WHEREAS**

RSIC has invited open tender for supply and installed of Air Conditioners for RSIC HO Jaipur and Rajasthali Jaipur and on accepting our tender, supply order No. .... dated ..... has been issued to us.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND  
BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- (1) That ....., undertake to follow the terms & conditions of tender, supply order and other instructions issued by RSIC from time to time in this regard.
- (2) That ....., undertake to provide supply and installation during the period of contract as per terms & conditions of tender/supply order.
- (3) That ....., shall not impose any additional terms & conditions during the Contract Period.
- (4) That in case of dispute with regard to terms & conditions of the tender/supply order , the decision of the MD, RSIC Ltd. shall be final and acceptable to us.
- (5) That at any stage, if any information, statements, certificates, documents etc., submitted by us, are found false, incorrect, incomplete etc., then our tender/ order shall be treated as cancelled with immediate effect and our earnest money/ security money/ due payment shall stand forfeited.
- (6) That the payment schedule mentioned in the supply Order/ Tender is hereby accepted by us.
- (7) Penalty of Rs. 1000/- per day will be imposed if AC will not be supplied within stipulated period mentioned in supply order.
- (8) All the terms and conditions of tender/supply order document will part of this agreement

“IN WITNESS WHEREOF, the authorized representative of the parties have executed this agreement this agreement at Jaipur on this.....day of.....2018.

Party of the First Part

Party of the Second Part

**Rajasthan Small Industries Corporation Ltd.**

**Signature of Proprietor**

Witness

Witness