

Tender upload up to 02.00 pm 18-12-2017  
Tender Opening 03.00 pm 18-12-2017  
Estimated Tender Amount Rs 15.00 Lacs  
Earnest Money Rs 7,50,000/-  
Processing Fee Rs. 500/-  
Tender form Fee Rs. 500/-



दी राजस्थान स्मॉल इण्डस्ट्रीज कॉरपोरेशन लिमिटेड,  
(राजस्थान सरकार का उपक्रम)

उद्योग भवन, तिलक मार्ग, सी-स्कीम, जयपुर-302005

दूरभाष 0141-2227267 फ़ैक्स 0141-5115766

**Website :** [www.rajsico.gov.in](http://www.rajsico.gov.in) **E-mail:** [rajsico@rajasthan.gov.in](mailto:rajsico@rajasthan.gov.in)

ई- निविदा सूचना संख्या 20(ख)(1)/2017-18

Rate to be quoted in .xls file available with etender

कार्य का नाम एवं स्थान- रावण का चबूतरा मैदान जोधपुर में पश्चिमी राजस्थान उद्योग हस्तशिल्प  
उत्सव-2018 में आधुनिकतम अस्थाई झूलो का संचालन  
अवधि 5 से 14 जनवरी 2018

क्र. सं.	कार्य का विवरण	प्रस्तुत दर पूर्ण अवधि हेतु	GST	Total
1.	आधुनिकतम अस्थाई झूलो की स्थापना व संचालन			

- विषय जिस कार्य हेतु निविदा प्रस्तुत की जानी है।  
आधुनिकतम अस्थाई झूलो की स्थापना व संचालन
- निविदा प्रस्तुत करने वाली फर्म का नाम  
व डाक का पता मय  
टेलीफोन नं. सहित  
मैसर्स \_\_\_\_\_  
डाक का पता : \_\_\_\_\_  
\_\_\_\_\_
- टेलीफोन नं. : \_\_\_\_\_  
पैन नं. \_\_\_\_\_  
जी.एस.टी. नं. \_\_\_\_\_
- निविदा सूचना संख्या..... जो दी राजस्थान स्मॉल इण्डस्ट्रीज कॉरपोरेशन लि., उद्योग भवन, जयपुर के द्वारा जारी की गई है, में वर्णित समस्त शर्तों का पालन करने के लिये हम सहमत हैं, तथा उक्त निविदा सूचना की अन्य शर्तें जो सलंगन पृष्ठों में दी गई हैं, जिसके समस्त पृष्ठों पर उनमें वर्णित शर्तों को हमारे द्वारा स्वीकार किये जाने के प्रतीक स्वरूप हमने हस्ताक्षर कर दिये हैं तथा पालन करने के लिये हम सहमत हैं।

4. निविदा प्रपत्र मूल्य/धरोहर राशि/प्रोसेसिंग फीस का विवरण :-

	डी.डी./बैंकर चैक सं.	दिनांक	बैंक
क. निविदा प्रपत्र मूल्य राशि रु. 500/-	-----	-----	-----
“दी राजस्थान स्मॉल इण्डस्ट्रीज कॉरपोरेशन लि.”			
के नाम जयपुर में देय			
ख. धरोहर राशि रु. 7,50,000/-	-----	-----	-----
“दी राजस्थान स्मॉल इण्डस्ट्रीज कॉरपोरेशन लि.”			
के नाम जयपुर में देय			
ग. प्रोसेसिंग फीस रु. 500/-	-----	-----	-----
एम.डी., आर.आई.एस.एल. के नाम जयपुर में देय			

5. निविदादाता द्वारा उपर्युक्त तीनों डी.डी./बैंकर चैक की छायाप्रतियाँ बिड के साथ संलग्न की जानी आवश्यक है ।
6. उक्त समस्त मूल डिमाण्ड ड्राफ्ट/बैंकर चैक एक अलग बन्द लिफाफे में रख निविदा की अन्तिम तिथि/समय से पूर्व राजसिको जयपुर मुख्यालय में प्रस्तुत किये जाने आवश्यक है अन्यथा निविदा पर विचार नहीं किया जावेगा ।
7. निविदादाता द्वारा निविदा प्रपत्र भरकर एवं प्रत्येक पृष्ठ पर हस्ताक्षर कर निर्धारित तिथि व समय तक बैव पोर्टल [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) के माध्यम से प्रस्तुत किया जाना आवश्यक है । किसी अन्य माध्यम से प्रस्तुत निविदा मान्य नहीं होगी ।

निविदादाता के हस्ताक्षर मय नाम  
व पोस्टल पते के साथ  
मोबाईल नं.

## शर्तें:-

1. नियमानुसार जी.एस.टी. कर अलग से देना होगा।
2. निविदादाता को बड़े उत्सव, मेला एवं प्रदर्शनी आयोजन में आधुनिकतम अस्थाई झूलों की स्थापना एवं संचालन संचालन का अनुभव होना आवश्यक है अन्यथा निविदा निरस्त की जा सकती है।
3. निविदादाता को उत्सव आयोजन स्थल पर केवल स्थान ही उपलब्ध करवाया जायेगा। अन्य समस्त आवश्यक सामग्री एवं व्यवस्थाएँ निविदादाता द्वारा अपने स्तर पर ही स्वयं के खर्च से करने होंगे। उत्सव में झूला स्थापना से पूर्व जिला प्रशासन से अनुमति निविदादाता को स्वयं के स्तर पर प्राप्त करनी होगी।
4. झूला संचालन में किसी भी प्रकार की जान-माल के नुकसान की जिम्मेवारी स्वयं ठेकेदार की होगी एवं झूला संचालन में सभी आवश्यक सुरक्षा मानदण्डों का पालन करना होगा तथा दुर्घटना बीमा भी करवाना आवश्यक होगा। सुरक्षा की दृष्टि से आधुनिक झूलों के अलावा अन्य किसी प्रकार की गतिविधियाँ जैसे मौत का कुआ, गैम्बलिंग इत्यादि वर्जित होगी, अगर उक्त गतिविधियाँ संचालित करते हुए पाये गये तो तत्काल आदेश निरस्त कर दिये जायेंगे तथा जमा राशि जप्त कर ली जायेगी।
5. उत्सव में दर्शकों से झूलने की फीस मेला समिति की सलाह से निर्धारित करनी होगी एवं मेला समिति द्वारा निर्धारित फीस ही आमजनों से ली जा सकेगी।
6. सामान लाने व ले जाने एवं किसी प्रकार की क्षति कमी-बेसी की जिम्मेवारी स्वीकृत निविदाधारी की होगी। मेला अवधि बढ़ने पर तदनुसार अतिरिक्त राशि निविदादाता द्वारा देय होगी।
7. निगम/संचालन समिति द्वारा दी जाने वाली हिदायतों/निर्देशों का पूर्ण पालन करना होगा। ऐसा नहीं करने पर पेनल्टी लगाने अथवा निविदा तुरन्त रद्द कर अन्य निविदा जारी करने का अधिकार निगम/समिति के पास अधिकृत रहेगा।
8. **निविदा स्वीकृत होने पर स्वीकृत किराया राशि के 75 प्रतिशत एवं जी.एस.टी. की राशि का डिमाण्ड ड्राफ्ट/बैंकर चैक तुरन्त जमा करवाना होगा, तथा शेष 25 प्रतिशत एवं जीएसटी की राशि 03 जनवरी, 2018 तक जमा करनी होगी। निर्धारित अवधि तक राशि जमा नहीं कराने की स्थिति में जमा राशि जब्त कर ली जावेगी, एवं ठेका अन्य को दे दिया जावेगा जिसका पूर्ण उत्तरदायित्व आपका होगा**
9. निविदा स्वीकृति/अस्वीकृति का निर्णय निगम के पास अधिकृत है।
10. स्थल को किसी अन्य को हस्तान्तरण/सबलेट नहीं कर सकेंगे।
11. निविदादाता को अपना संचालन निर्धारित स्थान पर ही करना होगा। निर्धारित स्थान से अतिरिक्त किसी स्थान का उपयोग नहीं कर सकेगा, न ही अन्यत्र स्थान पर कोई फर्नीचर आदि रख सकेगा।
12. स्वीकृति निविदा राशि के अतिरिक्त समस्त प्रकार के करों का भुगतान निविदादाता को करना होगा।
13. निगम अधिकतम दर वाली निविदा स्वीकार करने के लिये बाध्य नहीं हैं व किसी भी निविदा व उसके अंश को बिना कोई कारण बताये अस्वीकार किया जा सकेगा।
14. निविदा स्वीकृति के तीन दिवस के भीतर 1000/-रूपये के नॉन जुडिशियल स्टाम्प पर अनुबन्ध निष्पादित करना होगा।
15. यदि झूले के उपयोग में विद्युत का उपभोग किया जायेगा तो विद्युत खर्च का भुगतान निविदादाता को करना होगा।
16. अपरिहार्य कारणों जैसे प्राकृतिक आपदा, महामारी इत्यादि की वजह से उत्सव आयोजन स्थगित या निरस्त भी किया जा सकता है, जिसके लिये निगम का कोई उत्तरदायित्व नहीं होगा तथा जब भी उक्त उत्सव आयोजित किया जायेगा तब समस्त कार्य उक्त निविदा में स्वीकृत दरों पर ही करना होगा।

निविदादाता के हस्ताक्षर मय नाम  
व पोस्टल पते के साथ  
मोबाईल नं.

**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 an 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) Filing 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 lien 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 \_\_\_\_\_