

**कार्यालय आयुक्त, उद्योग विभाग, उद्योग भवन,
तिलक मार्ग, राजस्थान, जयपुर-05**

क्रमांक एफ.31()आ.उ./आ.नि/ट्रॉफी/15

दि: 7.10.2015

बिड सूचना

आयुक्त, उद्योग विभाग राज0 द्वारा निर्यात पुरस्कार हेतु प्रदाय किये जाने वाले स्मृति चिन्हों के क्रय हेतु मोहरबन्द बिड्स आमंत्रित की जाती है। बिड्स इस कार्यालय में दिनांक 15.10.2015 अपरान्ह 3.15 बजे तक प्राप्त कर उसी दिन अपरान्ह 3.30 बजे उपस्थित बिडर्स के समक्ष खोली जाएंगी। किसी भी बिड को बिना कारण बताये स्वीकार अथवा अस्वीकार करने का अधिकार अधोहस्ताक्षरकर्ता के पास सुरक्षित है। बिड की शर्तों के विवरण एवं बिड फार्म 200/- रुपये की राशि इस कार्यालय में जमा कराकर कार्यालय समय में प्राप्त किया जा सकता है। स्मृति चिन्हों की संख्या आवश्यकतानुसार घटाई/बढ़ाई जा सकती है।

क्र. सं.	क्रय की जाने वाली वस्तु का नाम	अनुमानित कीमत	बिड फार्म शुल्क	धरोहर राशि
1.	107 स्मृति चिन्ह	10.00 लाख रुपये	200.00 रुपये	MSME-5000/-रु०, NONMSME-20000/-रु०, Sick Unit- 10000/-

स्मृति चिन्ह के नमूने का कार्यालय समय में निरीक्षण किया जा सकता है। बिड फार्म एवं अन्य विवरण विभागीय वेब साईट rajind.rajasthan.gov.in तथा राज्य लोक उपापन पोर्टल <http://sppp.raj.nic.in> से भी डाउनलोड किया जा सकता है। डाउनलोड किये गये बिड फार्म को जमा कराते समय आयुक्त उद्योग के पक्ष में देय 200/- रुपये का बैंकर्स चैक/डीडी/नकद प्राप्ति रसीद संलग्न करनी होगी।

आयुक्त, उद्योग

Form No.

GOVERNMENT OF RAJASTHAN
OFFICE OF THE COMMISSIONER, INDUSTRIES
UDYOG BHAWAN, TILAK MARG
JAIPUR – 302 005

BID DOCUMENTS
FOR SUPPLY OF
MOMENTOES FOR
RAJASTHAN EXPORT AWARDS

GOVERNMENT OF RAJASTHAN
OFFICE OF THE COMMISSIONER INDUSTRIES,
UDHYOG BHAWAN, TILAK MARG, RAJASTHAN, JAIPUR-302005

NOTICE INVITING BIDS

NIB No. F.31 ()आउ / आनि / ट्रोफी / 15

Dated:07-10-2015

1. Sealed Single Stage Two-envelopes unconditional Bids are invited on behalf of the Governor of Rajasthan/_Office of the Commissioner of Industries, Tilak Marg, Jaipur-302017 for the procurement of Goods as listed below, from manufacturers/registered Bidder/bona-fide dealer upto 3.15PM of 15-10-2015.

Supplies offered –

S.No.	Name of Item	Specifications	Quantity
1	2	3	4
1.	Momentoes	Which contains image of momento including specifications of Globe, Arch, Wooden base etc. It can also be seen at our Departmental Website www.rajind.rajasthan.gov.in . The ball should be manufactured in Brass having a Metallic gold & silver colour plated with Lac & Wax Polish. All these items must be treated for anti – tarnish. This should be further mounted on a wooden base having four metallic gold colour plated Pillars and legs with lac & wax polish. The wooden base should also have a plate, where the relevant matter is engraved. The momento should be covered with a acrylic case of 3 mm sheet	107

Form No.

2. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc.
3. Bidding Document including the conditions of Contract, evaluation and qualification, Delivery Schedule, etc. can be seen at or obtained from the Office of the Commissioner of Industries, Udhog Bhawan, Tilak Marg, Jaipur-302005 during office hours in working days up to one day before the date of opening of Bids, by paying a non-refundable price of Rs. 200/- in the form of cash, banker's cheque, or Demand Draft of a Schedule Bank in India. Alternately, these may be seen and downloaded from the website of State Public Procurement Portal, <http://sppp.raj.nic.in> or official web site, www.rajind.rajasthan.gov.in of the the Commissioner of Industries, Udhog Bhawan, Tilak Marg, Jaipur-302005 the price Bidding Document may be paid along with user charges/processing fee, if any, at the time of submission of the Bid.
4. Bids, duly signed on all pages and serially numbered, properly bound, accompanied with the Bid Security(except concessional amount or Bid Securing Declaration, where applicable) in the form of cash, deposit through eGRAS/Demand Draft/Banker's Cheque/Bank Guarantee, in the specified format, from a Scheduled Bank in India, shall be submitted personally or by post in sealed envelopes upto 3.15 PM of 15-10-2015 to Commissioner of Industries, Udhog Bhawan, Tilak Marg, Jaipur-302005 by post bearing the reference to NIB and warning as:

“BID FOR NIB No.....for.....NOT TO BE OPENED BEFORE 15-10-2015 at 3-30 PM”, by post or by hand or dropped in the Bid Box at the office of the Commissioner of Industries, Udhog Bhawan, Tilak Marg, Jaipur-302005.

5. Bids received after the specified time and date shall not be accepted and returned unopened.
6. The Bids shall be opened at 3-30 PM on dated 15-10-2015 in presence of the Bidders or their representative who wish to be present.
7. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
8. The Bidders shall be to submit a valid ‘Vat Clearance Certificate from the concerned Commercial Taxes Officer and the PAN issued by Income Tax Department.

Commissioner of Industries,
Udhog Bhawan, Tilak
Marg, Jaipur-302005

BID FORM
PART – I : TECHNICAL OFFER

- I Subject:- BID for Supply of Momentoes for Rajasthan Export Award
(mention the name of the articles for which the BID is submitted)
- II Name & full postal address of the firm submitting the BID _____

- III Addressed to: The Commissioner of Industries Government of Rajasthan, Udyog Bhawan, Tilak Marg, Jaipur (Rajasthan) 302 005.
- IV Reference BID bearing reference number F.31 ()आ.उ/आनि/द्रोफी / 15 Dt. 07-10-2015
- V Supplies offered –

S.No.	Name of Item	Specifications	Quantity
1	2	3	4
1.	Momentoes	Which contains image of momento including specifications of Globe, Arch, Wooden base etc. It can also be seen at our Departmental Website www.rajind.rajasthan.gov.in . The ball should be manufactured in Brass having a Metallic gold & silver colour plated with Lac & Wax Polish. All these items must be treated for anti – tarnish. This should be further mounted on a wooden base having four metallic gold colour plated Pillars and legs with lac & wax polish. The wooden base should also have a plate, where the relevant matter is engraved. The momento should be covered with a acrylic case of 3 mm sheet	107

- VI Estimated Cost: **Rs. 10.00 lacs**
- VII Bid Security **Rs.20000/-, Rs. 10000/- for Sick Industries, Rs 5000/- for MSME)** has been deposited vide:
Cash Receipt/DDNo
Date
Rs.
Issuing Bank
- VIII BID form selling Date
- IX Last Date of acceptance of Form 15-10-2015, 3-15 PM
- X Date of opening of BID 15-10-2015, 3-30 PM
- XI We agree to abide by all the conditions mentioned in BID Notice No. F.31 ()आउ/आनि/ट्रोफी / 15 Dated 07-10-2015 issued by the Commissioner of Industries, Rajasthan, Jaipur and also the further conditions of the said BID Notice given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the terms mentioned therein).
- XII The rates for the supply of material are given on the specification sheet in a separate envelope marked “Financial Offer”
- XIII Goods will be delivered within a period of 30 days from the date of the receipt of firm order. Commissioner, Industries has right to reduce and extend the time period of delivery.
- XIV BID shall be valid for 3 months from the date of opening of the BID. The rates quoted are valid up to 31st March, 2016. The period can be extended with mutual agreement.
- XV Document Enclosed:
1. Bank Draft/Cash Receipt No.....Date.....for Rs..... In favor of Commissioner of Industries for Bid Security.
2. VAT Registration Certificate.
3. Declaration (Annexure B)
4. -----
5. -----
6. -----

**GOVERNMENT OF RAJASTHAN
OFFICE OF THE COMMISSIONER INDUSTRIES**

SPECIAL TERMS AND CONDITIONS OF THE BID

BID SECURITY : Rs.20000/-, (Rs. 10000/- for Sick Industries, Rs 5000/- for MSME)

LAST DATE & TIME : 15-10-2015, 3-15 PM

OPENING DATE & TIME: 15-10-2015, 3-30 PM

ESTIMATED COST : Rs10.00 lacs

N.B.1. These conditions should be read very carefully by the Bidder while filling in their bid form.

N.B.2. The last date and time of receipt of BID is as indicated above. Bids received after the specified time and date shall not be accepted and returned . The Bids of such firms/persons shall only be considered which has purchased the BID form from the O/O Commissioner of Industries by depositing the non-refundable fee prescribed for the BID documents or downloaded from website with prescribed fee. The Bids shall be opened on the date and time indicated above in the O/O Commissioner of Industries, Udyog Bhawan, Tilak Marg, Jaipur (Rajasthan) 302 005 in presence of such Bidders or their duly authorized representatives who wish to be present at the time of opening. If due to any reason the due date for opening the BID is declared a holiday, the Bids shall be opened on the next working day at the same time.

1. **Submission of Bid: Two Envelope System** – The Bids shall be submitted in accordance with the following procedure-

Bids shall be submitted in a sealed **outer envelope** to be addressed to the Commissioner of Industries, Udyog Bhawan, Tilak Marg, Jaipur- 302 005. The envelope shall bear name and full address of the Bidder and the following identification

“BID for----- (Name of the BID)
NIT No. F.31 ()आ.उ/आनि/ट्रोफी / 15 (Number from NIT)
Do not open before 15-10-2015, 3-30 PM(Date & time for opening of the BID)”

This outer envelope shall contain the following two sealed envelopes:-

- (1) **Envelope “A” – Technical Offer**
This envelope shall have the same identification as the outer envelope and in addition the mention – Envelope “A” – Technical Offer. It shall contain

- i) Bid Security
 ii) The original completely filled in Part-I of the BID documents duly signed and stamped on all pages.
 iii) All original information/supporting documents as mentioned and desired in Part-I of the BID document. Photocopy of the supporting documents should be duly attested/notorised.

It is to be noted that financial offer is NOT to be placed in this envelope. On any account, if financial offer is found in this envelope, the BID will be rejected.

- iv) **The technical offer will be evaluated/examined on the basis of following parameters.**

Sl. No.	Parameter for technical qualification
1.	Sample of Mementoes as per the specification given at V of Part-I of Technical Offer (on the basis of sample submitted by Bidder)
2.	Experience for making Momentoes(on the basis of certificate/work order submitted by Bidder).
3.	MSME Registration(on the basis of certificate submitted by Bidder)
4.	Work done at National/ International level(on the basis of proof submitted by Bidder)
5.	Turn over minimum 15.00 lacs per annum in last 3 years(on the basis of CA certificate submitted in original by Bidder)

(2) Envelope “B” Financial Offer

This envelope shall have the same identification as to outer envelope and in addition the mention-Envelope “B” – Financial Offer. It shall contain only Part-II of the BID document (Specification-cum-Schedule of Rates) duly filled in, signed and stamped on each page.

The financial offer of only those Bidders will be opened whose technical offers are found to be substantially eligible in accordance with the BID stipulations

2. THE PRICES SHOULD INVARIABLY BE QUOTED ONLY ON PART – II. TO THE BID DOCUMENT IN THE SPACE PROVIDED FOR IT.The prices quoted shall remain fixed during the period of contract. **Bids shall be valid for a period of three (3) months from the date of opening of the Bids** for the purpose of communicating acceptance by the O/o Commissioner of Industries. The Bids with validity of less than three (3) months may not be considered. The validity can be further extended with mutual consent. The rates quoted are valid upto 31st March, 2016.

3. **Bid by bona-fide dealers-** BID shall be given only by bona-fide dealers/manufacture in the goods. They shall, therefore, furnish a declaration in the Annexure-B.
- 4.
1. Any change in the constitution of the firm, etc., shall be notified for with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under contract.
 2. No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms and conditions and deposit with the purchase officer a written agreement to the effect. The contractors receipt for acknowledgement or that of any partner subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
5. **VAT Registration and Clearance Certificate:-** The VAT Registration Certificate should be submitted and a VAT clearance certificate from the Commercial Tax Officer of the Circle concerned shall be submitted without which the BID is liable to be rejected.
6. **BID forms shall be filled in ink or typed.** No BID filled in pencil shall be considered. The Bidder shall sign the BID form at each page and the end in token of acceptance of all the terms and conditions of the BID.
7. **Rate shall be written both in words and figures.** There should not be errors and/or over-writing. Corrections if any, should be made clearly initialed with dates. The rates should mention element of Rajasthan VAT and Central VAT separately.
8. **Correction of arithmetical errors:** Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:
- i) 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;
 - ii) 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
 - iii) 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 (i) and (ii) 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.

9. **All rates must be FOR destination and should include all taxes and packing, forwarding, loading transportation insurance and other charges.** The rates quoted otherwise ambiguous form is liable to be rejected. In case of local supplies also the rates should include all charges mention above and no cartage or charges for transportation will be given by Commissioner Industries and delivery of goods shall be given at premises of Office of the Commissioner Industries, Udyog Bhawan, Tilak Marg, Jaipur – 302 005.
10. **Sample:-** Bids for articles marked within the schedule shall be accompanied by one of sample of the articles Bided properly packed. Without sample bid liable to be rejected. The sample of memento must be as per the specifications given in point no. V of Technical Offer (Part-I) of this Bid Document and as per the model. The Model can be seen at in office hours in working days at the Store Section of Office of the Commissioner of Industries, Udhyog Bhawan, Tilak Marg, Jaipur-302005
11. **Bidder firm must have minimum turnover of Rs. 15.00 lacs per annum in last 3 financial years. CA certificate in original regarding turnover must be accompanied with Bid form.**
12. **Experience:** Bidder firm must have experience for making trophies for the bids are invited. Experience will be evaluated on the basis of experience certificate/work order issued by the purchasing authority.
13. **Bidder firm must have experience for work done for national and international level.** Document in this regards must be accompanied with bid.

General Terms Condition & Conditions of the Bid

1. (i) Comparison of Rates:- In comparing the rates Bedded by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan VAT shall be excluded where that of Central VAT shall be included.
(ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan VAT Shall be included.
2. Price Preference: [Preference to State Industries shall be given as per the prevailing rules of the Purchase of Stores (Preference to industries of Rajasthan) Rules, 1995, as amended, issued by the Government of Rajasthan.]
3. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarification.
4. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
5. Specifications:- (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the BID form and wherever article have been required according to ISI specifications, those articles should conform, strictly to those specifications and should bear such marks.
(ii) The supply of articles marked with asterisk/at serial number..... shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Bidders.
(iii) Warranty/Guarantee clause:- The Bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of 30 days from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 30 days, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality on such provisions relating to rejection of goods, etc., shall apply. The Bidder shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the Bidder shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
(iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause(iii) above and the Bidder shall during the guarantee period

replace the parts if any and are move any manufacturing defect if found during the above period so as to make machinery and equipments operative. The Bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(v) In case of machinery and equipment specified by the Purchase Officer the Bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The Bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

6. Inspection:-

(a)The Purchase Officer or the duly authorized representative shall at all reasonable time have access to the suppliers premises materials and workmanship of the goods/equipment machineries during manufacturing process or afterwards as may be decided.

(b)The Bidder shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

7. Samples:-

(i)Bids for articles marked within the schedule shall be accompanied by one of sample of the articles Bided properly packed. Such sample if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover.

(ii) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the Bidder and serial number of the item, of which it is a sample in the schedule.

(iii) Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

(iv) The Sample shall be collected by the Bidder on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 9 month after expiry of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.

(v)Samples not approved, shall be collected by the unsuccessful Bidder,. The Government will not be responsible for any damage, wear and tear, or loss during testing, examination etc. during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

8. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
9. Drawl of Samples:- In case of tests, samples shall be drawn in four sets in the presence of Bidder or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the officer for reference and record.
10. Testing Charges:- Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the Bidder or in case of test result showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the Bidder.
11. Rejection:- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Bidder at this own cost within the time fixed by the Purchase Officer.
 - (ii) If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the Bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
12. The rejected articles shall be removed by the Bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Bidder's risk and on his account.
13. The Bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the Bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the materials by the consignee. No. extra cost on such account shall be admissible.
14. The contract for the supply can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and recording of the reasons for repudiation.
- 15. 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 a bidding 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.

16. Delivery period: The Bidder whose BID is accepted shall arrange supplies within a period of 30 days from the date of supply order.

(1) Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services 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.

(ii) 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.

(iii) 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 be 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 Supplier 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.

(2) Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

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, in such cases, the quantity may be divided between the Bidder, 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.

17. **Bid Security:-** (a) In case of open competitive Bidding, two-stage Bidding, rate contract, electronic reverse auction, Bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to Bid. In case of Small-Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose case are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of Bid. Concessional Bid security may be taken from registered Bidders as specified by the State Government. Every Bidder, if not exempted, participating in the procurement process shall be required to furnish the Bid security as specified in the notice inviting Bids.

(b) The Bid security may be in the form of cash, a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposit through eGRAS. The Bid security must remain valid thirty days beyond the original or extended validity period of the Bid.

(c) The Bid security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Agreement and submitting performance security.

18. Forfeiture of Bid Security:- The Bid Security taken from a bidder shall be forfeited in the following cases namely:-

- (i) When Bidder withdraws or modifies its bid after opening of BID.
- (ii) When Bidder does not execute the agreement if any, after placement of supply/work order within specified time.
- (iii) When the Bidder does not deposit the Performance Security within specified period after the supply/work order is placed.
- (iv) When the bidder fails to commence the supply of goods or service or execute work as per supply/ work order within the time prescribed.
- (v) If the bidder breaches any provision of code of integrity period prescribed for bidders specified in the act and chapter VI of these rules.

19. Performance security:-

- (1) The amount of performance security shall be five percent, or as may be specified in the Bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose case are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
- (2) Performance security shall be furnished in any one of the following forms:-
 - (i) Deposit through eGRAS.
 - (j) Bank Draft of Banker's Cheque of a scheduled bank.
 - (k) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - (l) Bank guarantee/s of scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for Bid security.

- (m) Fixed Deposit Receipt (FDR) of scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the fixed deposit receipt that the Bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- (3) Performance security furnished in the form specified in the clause (b) to (e) of sub-rule (2) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.
- (4) Forfeiture of performance Security amount in full or part may be forfeited in the following cases:-
- (n) When any terms and conditions of the bid is breached.
 - (o) When the bidder fails to make complete supply satisfactorily.
 - (p) Notice of reasonable time will be given in case of forfeiture of performance security.
20. (i) All goods must be sent freight paid through Railway or goods transport. If goods are sent freight to pay, the freight together with departmental charge 5% of the freight will be recovered from the supplier bill.
(ii) R.R. should be sent under registered cover through Bank only.
(iii) In case supplies desired to be sent by the Purchase Officer by passenger train, the entire railway freight will be borne by the Department.
21. **Insurance:-** (i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz., (war rebellion, riot, etc.). The insurance charges will be borne by the supplier and State will not be required to pay such charges if incurred.
(ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.
22. **Payment:-** (i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of dispatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the Bidder.

- (ii) Unless otherwise agreed between the parties payment for the deliver of the stores will be made on submission of bill in proper form by the Bidder to the Purchase Officer in accordance with GF&AR all remittance charges will be borne by the Bidder.
- (iii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.
- (iv) Payment in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification.
23. (i) The time specified for delivery in the BID form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- (ii) **Liquidated damages:-** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of Stores which the Bidder has failed to supply:-
- | | |
|---|------|
| {1} (a) delay up to one fourth period of the prescribed delivery period | 2.5% |
| (b) Delay exceeding one fourth but not exceeding half of the prescribed Period | 5% |
| {c} Delay exceeding half but not exceeding three fourth of the Prescribed period. | 7.5% |
| {d} delay exceeding three fourth of the prescribed period. | 10% |
- {2} Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- {3} The maximum amount of liquidated damages shall be 10%.
- {4} If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- {5} Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder.
24. **Recoveries:-** Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinary by made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
25. Bidder must make their own arrangement to obtain import license, if necessary.
26. If a Bidder imposes conditions which are in addition to or in conflict with the condition mentioned herein, his BID is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of BID issued by the Purchase Officer.
27. The Purchase Officer reserves the right to accept any BID not necessarily the lowest, reject any BID without assigning any reasons and accept BID for all or

- anyone or more of the articles for which BID has been given or distribute items of stores to more than one firm/supplier.
28. Execution of agreement:
- (a) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
 - (b) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedure set out in the bidding documents.
 - (c) The bidder shall be asked to execute the agreement on a non judicial stamp of specified value as its cost.
29. The Bidder shall furnish the following documents at the time of execution of agreement.
- (i) Attested copy of Partnership Deed in case of Partnership Firms.
 - (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - (iii) Address of residence and office, telephone numbers in case of Sole Proprietorship.
 - (iv) Registration issued by Registrar of Companies in case of Company.
30. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to the contract and whose decision shall be final.
31. All legal proceedings, if necessary arise to institute may by any of the parties {Government or Contractor} shall be to be lodged in courts situated in Rajasthan and not elsewhere.
32. Commissioner Industries reserves the right to accept or reject in part or fully any or all the offers without assigning any reasons whatsoever.

I / We have carefully read and understood the above terms and conditions of the BID and agree to abide by them.

Form No.

BID for supply of Mementoes for Rajasthan Export Award

BID Notice No F.31 ()आउ/आनि/ट्रोफी/15

Dated: 07-10-2015

INFORMATION TO BE SUPPLIED BY THE BIDDER

1.	Name of the Bidder and their technical know how together with residential and office telephone no. and email ID	
2.	Since how long is Bidder in the line of production of this item(enclose self attested copy of experience certificate/work order)	
3.	What is the total production capacity and turn- over per annum?(enclose CA Certificate in original for last 3 years for turnover)	
4.	What laboratory/testing arrangement exist at the works of the Bidder?	
5.	State clearly whether you are prepared for inspection at the works. Bidder not agreeing to inspection shall not be considered.	
6.	Please mention receipt Nos. and date for the Bid Security deposited by you.	
7.	Please state the quantity supplied by you each year to Government department during last three years.	
8.	Please mention your VAT Registration Number.	
9.	State whether all tests shall be carried out at the factory. If not, name of the place or laboratory where such tests shall be arranged by the Bidder.	
10.	State whether BID documents have been signed.	
11.	State whether curves/ drawings/ literature required are enclosed with the BID.	
12.	State whether sample enclosed or not	
13.	Work done at National/ International Level(submit proof)	
13.	Whether unit is MSME or not (enclose self attested copy of EM-2)	

Annexure A

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to.....
.....for procurement of
.....
.....in response to their Notice Inviting Bids No.....F31(
)CI/IE/Trophy/15 Date 07-10-2015. 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 the Bidding Document, which materially affects fair competition;

Date
Place

Signature of bidder
Name
Designation
Address

Annexure B

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is.....

The designation and address of the Second Appellate Authority is.....

(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 Guidelines issued there under, he may file an appeal to First 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 Endeavour 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 or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para(2) or of the date of receipt of the order passed by the First Appellate Authority, 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 First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered or authorized representative.

(6) Fee for filling appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or 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 First Appellate Authority or Second Appellate Authority, as the case may be upon filling 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 First Appellate authority or Second 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 thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof 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.

Form No.

FORM No. 1
[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No.....of.....

Before the.....(First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(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 (enclose copy), 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 enclosed with the appeal:

6 Ground of

appeal:.....

.....

.....

7 Prayer:

.....

.....

.....

Place.....

Date.....

Appellant's Signature

PART – II (FINANCIAL OFFER)

BID for supply of Mementoes for Rajasthan Export Award

NIT No. No. F.31 ()आउ/आनि/टोफी /15

Dated: 07-10-2015

SPECIFICATION – CUM – SCHEDULE OF RATES

S.No.	ITEMS	QUANTITY REQUIRED IN NUMBERS	UNIT PRICE IN RS.	TOTAL COST IN RUPEES INCLUDING ALL TAXES AND LEVIES
1	2	3	4	5

1 **Mementoes with following** 107
pecifications:

Which contains image of momento including specifications of Globe, Arch, Wooden base etc. It can also be seen at our Departmental Website www.rajind.rajasthan.gov.in.

The ball should be manufactured in Brass having a Metallic gold & silver colour plated with Lac & Wax Polish.

All these items must be treated for anti – tarnish.

This should be further mounted on a wooden base having four **metallic gold colour plated Pillars and legs with lac & wax polish.** The wooden base should also have a plate, where the relevant matter is engraved. The momento should be covered with a acrylic case of 3 mm sheet

(Rs.....
.....)only.

FORM OF AGREEMENT

An agreement made this.....day of.....between.....(hereinafter called "the approved Supplier" which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators) of the one part and the Governor of the State of Rajasthan (hereinafter called "the Government" which expression shall, where the context so admits be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the Government to supply to the Commissioner of Industries of the State of Rajasthan at the premises of the office of the Commissioner of Industries, Rajasthan, Udyog Bhawan, Tilak Marg, Jaipur302005 all those articles set forth in the specification -cum- rate sheet appended hereto in the manner set forth in the conditions of the BID and contract appended herewith and at the rates set forth in column 4 & 5 of the said application-cum- rate sheet.

3. And whereas the approved supplier has deposited a sum of Rs.....in the form of:-

1. Post Office Cash Certificate.
2. Fixed deposits receipts of any Scheduled Bank.
3. Cash through Treasury Challan,
4. Treasury Savings Deposit Certificates and National Plan (Certificates being accepted at their surrender value), as security for the due performance of the aforesaid agreement.
5. Bank draft on a Scheduled bank,
6. Bank guarantee of a scheduled Bank,

4. Now these Presents Witness:-

1. In consideration of the payment to be made by the Government through the Commissioner of Industries, Government of Rajasthan, Udyog Bhawan, Tilak Marg, Jaipur(Rajasthan)302005 at the rates set forth in the specification-cum- rate sheet hereto appended, the approved supplier will duly supply the said articles set forth in column 2 thereof in the manner set forth in the conditions of the BID and contract.
2. The conditions of BID and contract as enclosed to the BID notice no F.31 ()आ.उ/आनि/टोफी/15 Dated 07-10-2015 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

3. Letters Nos-----received from Bidder and letter No-----
---issued by the Government and appended to this agreement shall also
from part of this agreement
4. The Government do hereby agree that if the approved supplier shall duly
supply the said articles in the manner aforesaid observe and keep the said
terms and conditions, the Government will through the Commissioner of
Industries, Government of Rajasthan, Udyog Bhawan, Tilak Marg, Jaipur
(Rajasthan) 302005 pay or cause to be paid to the supplier at the time and
the manner set forth in the said conditions, the amount payable for each
and every consignment.
5. The delivery shall be effected and completed within a period of 30 days
from the date of order.
6. (1) If the Bidder fails to deliver the goods within the period specified in
the BID form, the Commissioner of Industries may, at his discretion, allow
the extension of time subject to recovery from the Bidder as agreed,
Liquidated damages and not by way of penalty a sum equal to the
following percentage of the value of stores which the Bidder has failed to
supply for period of delay as stated below:-
 - a. Delay up to one fourth period of the prescribed delivery period - 2
1/2%
 - b. Delay exceeding one fourth but not exceeding half of the
prescribed delivery period -5%
 - c. Delay exceeding one fourth but not exceeding three- fourth of the
prescribed delivery period - 7.5%
 - d. Delay exceeding three fourth of the prescribed delivery period -
10%

- Note:- i) Fraction of a day in reckoning period of delay in supplies shall be
estimated if it is less than half a day.
- ii) The maximum amount of agreed Liquidated damages shall be 10%
 - iii) If the supplier requires an extension of time in completion of contractual
supply on account of occurrence of any hindrance, he shall apply in
writing to the authority which had placed the supply order, for the same
immediately on occurrence of the hindrance but not after the stipulated
date of completion of supply.

(2) Delivery period may be extended with or without liquidated damages if
the delay in the supply of goods is on account of hindrances beyond the
contract of the bidder.

Form No.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Commissioner of Industries and the decision of the Commissioner of Industries shall be final.

In Witness whereof the parties hereto have set their hands on the....day of.....

Signature of the approved supplier

Signature for and on behalf of the Governor
Designation

Date

Date

Witness No.1

Witness No. I

Witness No. II

Witness No. II

SIGNATURE OF BIDDER

Annexture -c

