

**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 \* e-mail: rajsico@rajasthan.gov.in

**Rs. 1000/-**

Not-refundable

## **TENDER FORM**

### **Request for Land / Building to be taken on Licence**

- 1 Name of the land / building .....
- 2 Location of the building with full address .....
- 3 Purpose for which the land / building will be used .....
- 4 Name .....
- 5 Father's / Husband's Name .....
- 6 Permanent address .....
- 7 E – Mail address .....
- 8 Telephone No. ....
- 9 Mobile No. ....
- 10 PAN No. ....
- 11 TIN NO. ....

- 12- Deposit amount of earnest money Rs. 10,000/-(Rupees Ten thousand only) payable in favour of "The Rajasthan Small Industries Corporation Limited, Jaipur" vide Cash Receipt / DD  
No..... Bank..... dated.....
- 13- Reference NIT No..... dated .....
- 14- Validity .....dated..... The rates quoted by us are valid upto .....  
.....The period can be extended by mutual agreement.
- 15- Attach details of latest Income Tax Clearance Certificate, Balance Sheet, Financial Accounts, Income Tax & Sales Tax returns of last two years.
- 16- Declaration that they are bonafide tenderer of relevant experience and have not been declared black listed by any authority.
- 17- The sweeping and watch and ward arrangement will be made by Licensee.
- 18- The property will be Licenced out on 'as in where in basis' proper upkeep and maintenance will be made by Licensee.
- 19- The Service tax and other charges payable should be paid with rent the TDS & other deductions will be deducted as per applicable rates.
- 20- Security deposit equivalent to rent of three months would be deposited by Licensee which will be returned after expiry of Licensee without interest after settlement of accounts. Earnest money successful bidder will be adjusted in the security deposit.
- 21- It is a two Bid system hence Bids have to be submit technical and financial bids separately.

Note: - 1. Bid Documents including the Financial Bid is to be submitted in a separate sealed envelope.

2. The Bid Documents set should be returned in original bearing signature of the Bidder on each page along with the offer.

**THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD**  
(A Government of Rajasthan Undertaking)

**Bid Document Cost: Rs 1000/-**

**Bid for Taking Land/ Building on Licence Located at Jodhpur, Bhiwadi and Bharatpur**

Serial number assigned to the Bid Document:

Date of Sale/Issue:

Name of the applicant to whom the Document is sold/issued:

Full address of the applicant:

Signature of the Officer issuing Bid Document

Name:

Designation:

**NOTES/INSTRUCTIONS:**

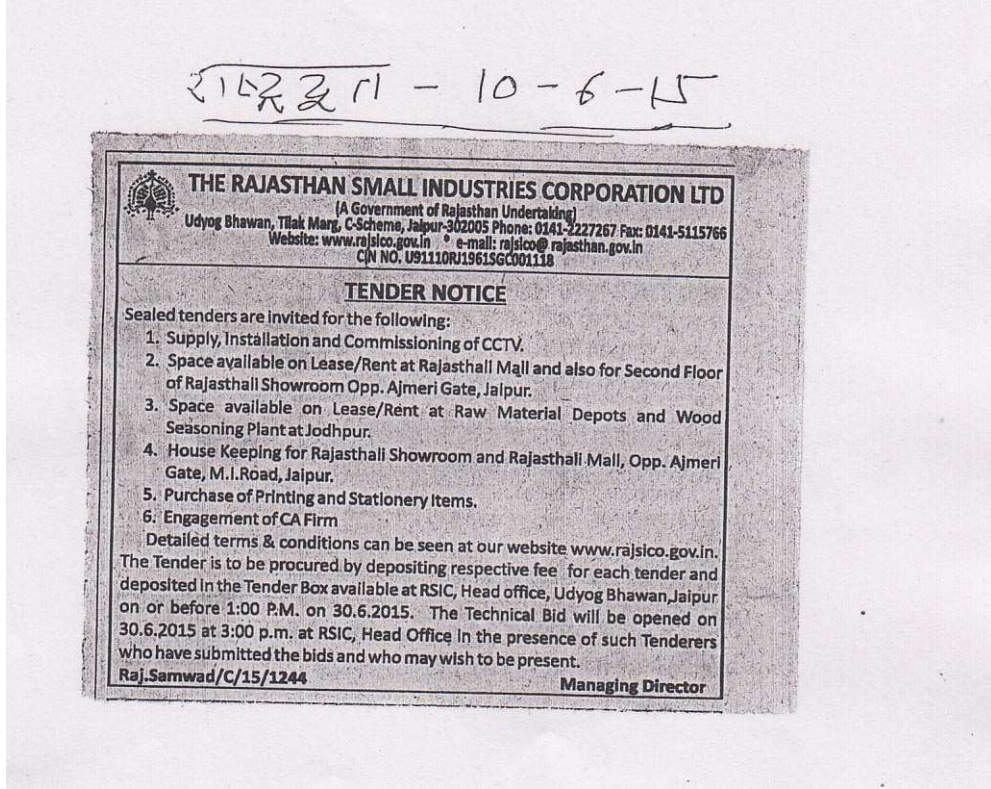
- (i) The Bid Document is not transferable under any circumstance.
- (ii) The Bid is required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e. **none of the folios of the Bid Documents including the Financial Bid is to be submitted in a separate sealed envelope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

## DECLARATION BY TENDEERS

I / We declare that I am / we are bonafide retailer / manufacturer / industry/ individual etc. in the .....business nature for which I / We have tendered. If this declaration is found to be incorrect then without prejudice to any other action that may be taken my / our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

## Copy of Notice Inviting Bid

(Published in the (Name of the newspaper to be inserted at the time of issue))



(PHOTOCOPY OF ART WORK OF NIT TO BE GIVEN WHEN PUBLISHED)



# **1. BACKGROUND**

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## **1.1 The Offer**

Bids are invited from reputed retailers \ manufacturers \ individuals \ etc with financial and technical strength, for Licence to operate business, trade, profession / consultancy related activities from the properties as detailed in Annexure 1.

RSIC will provide these properties on Licence basis as per enclosed terms & conditions.

Bids maybe submitted by Corporates / Retailer / Store Operators interested in operating at the sites (hereafter referred to as “prospective applicants / Bidders”).

Interested parties may participate in the bid process as per the instructions given in this document.

## **1.2 Method of Disposal**

The space shall be offered on licence for a specific period 36 months initially. Title will not be transferred to the Licensee. The Licensee shall be required to give interest free security deposit along with licence fee.

## **1.4 Eligibility Criteria**

The applicant should have sound financial status, which should be reflected in the bid and supported by his financial accounts, balance sheet and income tax return.

The applicants are advised to visit these properties before participating in the Bid on any working day from 11.00 am to 6 pm. RSIC reserves the right to accept or reject any application without assigning any reason. Past experience will be relevant consideration for accepting the offer.

## **2. BIDDING PROCEDURES**

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### **2.1 Definitions**

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

- 2.1.1 The term **BIDDER** shall mean and include one or more persons or any firm or any company submitting the Bid.
- 2.1.2 The term **CONTRACT** shall mean and include the notice inviting Bid, documents incorporating the Bid together with appendices, if any, terms and conditions governing the contract, general instructions, general and special conditions which may be added from time to time, acceptance of the Bid, and licence agreement.
- 2.1.3 The term **CORPORATION** shall mean The Rajasthan Small Industries Corporation Limited or RSIC in brief wherever it occurs and shall include its executives, officers, successors and assigns.
- 2.1.4 The term **GENERAL MANAGER** shall mean the executive officer of the Corporation designated as such.
- 2.1.5 The term **EVALUATION COMMITTEE** shall mean the committee constituted by RSIC to evaluate the Bids.
- 2.1.6 The term **MANAGER** shall mean executive officer in charge of the Property.
- 2.1.7 The term **CHAIRMAN AND CHAIRMAN AND MANAGING DIRECTOR** shall mean the Chief Executive of the Corporation.
- 2.1.8 Words importing the singular only also will include the plural and *vice versa* where the context requires.

### **2.2 General Bidding Procedure**

#### *2.2.1 Study of Local Conditions*

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

#### *2.2.2 Bid Documents*

Each prospective Bidder shall, on application, be issued one set of non-transferable Bid Documents upon payment to RSIC of non-refundable fee of Rs 1000/- (Rs One Thousand only).



## 2.3 Conditions governing Submission of Bids

### 2.3.1 Submission of Offers

RSIC requires that the offers in response to this call to Bid, complete in all respects, be submitted by 1.00 PM on 30.6.2015. The offers received after the 1.00 PM mentioned herein above will not be considered.

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

### 2.3.2 Sealing and Marking of Offer

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

- a) Part 1 of the Bid offer superscribed as, "Documents in support of Technical Bid and sealed in a separate cover containing the documents prescribed in Clause 1.4.
- b) Part 2 of the Bid offer superscribed as, "Financial Offer" and sealed in a separate cover. **The Bid Document Set should be returned in original bearing signature of the Bidder on each page along with the offer.**
- c) Banker's cheque or Demand Draft drawn on a bank situated at Jaipur towards Earnest Money should be sealed in a separate cover and marked as "Earnest Money Deposit".
- d) All the above three packets should again be sealed in a single outer cover separately.

The inner and outer covers shall be addressed to

Managing Director  
The Rajasthan Small Industries Corporation Ltd,  
Udyog Bhawan, Tilak Marg,  
Jaipur 302 005

- i. The outer cover shall bear the following identification in bold letters "Bid for taking space on licence " and words "Do not open before 3.00 PM IST on 30.6.2015"
  - ii. The outer and inner packets shall indicate the name and address of the Bidder to facilitate its return if the offer is received after the expiry of the appointed date and time for receiving the Bids.
- e) **Note: The financial Bids of only those Bidders who meet the criteria of eligibility and overall competence would be opened and considered. The authority inviting bid shall not be responsible for accidental opening of the cover that are not properly superscribed and sealed.**

### 2.3.3 Validity of Bids

Each Bid shall be considered to be a firm offer and further, that the offer shall remain valid and open for a period of not less than 3 months from the last date of "submission of Bids".

#### 2.3.4 Confidentiality

Any material contained in Part 1 of the offer i.e. Documents in Support of Eligibility which is intended to be confidential must be marked as such by the Bidder. RSIC shall treat all such information as confidential and shall require that all who have access to such material treat it as such. RSIC shall not divulge any such information unless the Bidder authorises this in advance in writing.

#### 2.3.5 Format and signing of the Offer

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

e) The offer duly completed must be accompanied by supporting documents wherever required in the interest of uniform and objective evaluation of the offer.

### 2.3.6 Offer Preparation Costs

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

### 2.3.7 Earnest Money Deposit

Each Bidder must submit, with its offer an Earnest Money Deposit Rs. 10,000/- (Rs. Ten Thousand) :

Earnest money will be deposited in the form of bankers cheque or demand draft payable to "The Rajasthan Small Industries Corporation Ltd" at Jaipur.

The earnest money in respect of those Bidders who are not taken as qualified on the basis of "Technical Qualifications" will be returned. In case of any discrepancy in the words and figures of the financial bid the higher of two shall be considered. The earnest money will be refunded to other unsuccessful Bidders as soon as possible after decision on Bidders and award of Contract to successful Bidder. For the successful Bidder, the earnest money deposited by him will be adjusted against security deposit. The EMD is liable to be forfeited as provided in Clause 4.4.1 and Clause 4.5.1. No interest will be payable on the amount of earnest money or security deposit in any case.

### 2.3.8 Opening of Offer

The Bids will be opened at 3.00 PM (IST) on 30.6.2015 in the presence of Bidders who choose to attend.

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

### 2.3.10 Rejection of Bids

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

## 2.4 Evaluation of Offers

This section details the procedure for examination of the Bid offers and the eligibility and financial parameters for comparison and evaluation of the offers.

### 2.4.1 Evaluation of Technical Bids

In the first stage, RSIC shall review the offers to determine whether they satisfy the eligibility criteria as regards technical competence, financial resources, etc. Details of eligibility documents is given in Chapter 5. The decision relating to technical competence of the Bidder will rest with RSIC and would not be called into question.

### 2.4.2 Evaluation of Financial Bids,,,,,,,,,

In the second stage, the envelopes containing the financial Bids of the Bidders/or his authorised representatives who have qualified shall be opened (in the presence of Bidders who wish to be present). The financial offers shall be ranked on the basis of the highest Licence fee offered on it in Annex – 3(Financial Bid) of this document. The Corporation may resort to negotiations in case quoted, rates vary considerably, considered much lower than the prevailing market rate.

### 2.4.3 Non-Responsive Bids

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

- a) Received after the date and time specified for submission
- b) Not accompanied by Earnest Money Deposit as required under provisions of Clause 2.3.7
- c) Not as per formats specified in the Bid Documents
- d) Does not contain the required information as specified
- e) The Bid Documents are not signed and sealed in the manner and to the extent indicated in the Bid documents
- f) The Bid and supporting documents show significant variation and inconsistencies
- g) The Bid is incomplete or conditional
- h) The Bid does not meet the eligibility criteria.

### 2.4.4 Right to accept or reject Bids

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

### 2.4.5 Irrevocability of Bid evaluation result

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

Note:

- a) RSIC shall not entertain any communication from the bidder with respect to the bids from the date of submission to the date of acceptance. RSIC reserves the right to call for additional information / clarification from the applicants. The applicants should furnish such requirements within the time stipulated.
- b) No extension of any deadline will be granted on the basis or ground that RSIC have not responded to any query or question or not provided clarification.

## ***TERMS AND CONDITIONS OF LICENCE***

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- 1) RSIC is not creating any right, title or interest of whatever nature in favour of the LICENSEE by granting the LICENSEE permission to occupy part of the said premises as above.
- 2) The LICENSEE shall pay to the agreed licence fee for the first year, which would increase by 5 % every year on compound basis. The said licence fee would be paid by the LICENSEE on or before 7<sup>th</sup> day of each respective calendar month in advance for that month without any delay.
- 3) The LICENSEE shall also pay refundable interest free security deposit equivalent to the amount of three months LICENCE FEE by way of DD/Banker's cheque favouring The Rajasthan Small Industries Corporation payable at Jaipur within fifteen days of issue of allotment letter by the Corporation.
- 4) The LICENSEE shall pay all dues to the Corporation in time. In case payment of any amount is delayed, the LICENSEE would pay interest to the Corporation. Such interest would be paid @ 18% per annum.
- 5) The LICENSEE shall at his own expense and cost employ / engage suitable personnel for providing efficient service in respect of declared business.
- 6) That the LICENSEE shall appoint a Manager / Supervisor on he can do it himself whose scope of services shall be as follows:
  - a) Adhere to the quality standards of the products sold.
  - b) He shall be responsible for cleanliness and hygiene in the said premises and to ensure that the services are conducted in a clean, proper and efficient manner.
  - c) Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
  - d) Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.
- 7) The Corporation is desirous to give permission to occupy the said premises to and in favour of the Licensee for an initial period of 36 months. That the Licensee will get the licence deed registered at his /her / their own employees before obtaining the possession. On successful completion of the initial licence period of 36 months. The Corporation has the option to renew the Licensee as per agreed terms.
- 8) The LICENSEE shall also pay refundable interest free security deposit equivalent to the amount of 3 months LICENSEE FEE by way of DD/Banker's cheques favouring "The Rajasthan Small Industries Corporation Limited" payable to Jaipur within 15 days of issue of allotment letter by the Corporation and signing of agreement.
- 9) The LICENSEE shall indemnify RSIC against any loss, damage or liabilities arising as a result of any act of omission or commission on LICENSEE part or on part of LICENSEE personnel or in respect of non observance of any statutory requirements or legal dues of any nature.

- 10) RSIC shall have no responsibility as regards LICENSEE employees and the employees shall be the employees of LICENSEE only and shall not be construed under any circumstances as employees of RSIC. LICENSEE shall indemnify RSIC against the claims made by LICENSEE' s employees against RSIC.
- 11) LICENSEE shall indemnify RSIC against any liability arising in connection with the employment of its personnel in the said premises by LICENSEE.
- 12) The LICENSEE shall bear and pay all utilities (electricity, water charges and telephone bills etc) consumed / utilised to the appropriate authorities from the date of possession being handed over to the LICENSEE.
- 13) If the LICENSEE vacates the space at any time during the initial licence period of three years, then the LICENSEE shall not be allowed to disturb and remove the interiors, equipments, furniture, air conditioners / air conditioning system, electric fittings, electric computer and telephone wiring etc. carried out by the LICENSEE and would surrender to the Licensor free of cost and the Licensor will forfeit the security deposit paid by the LICENSEE. For this purpose the LICENSEE shall provide a list of such interiors, equipments, furniture, air conditioners / air-conditioning system, electric fittings, electric computer and telephone wiring etc. carried out by the LICENSEE
- 14) The Licensee shall be entitled to remove furniture, equipments, fittings, fixtures, communication equipments, computers, software, hardware subject to Clause (13) supra without damaging the land / property on successful completion of Licence agreement. After removal, the LICENSEE shall restore the premises in the original condition (normal wears and tear due to the passage of time accepted).
- 15) The Licensee shall be entitled to install telephone line(s) with the permission of the RSIC, in the licenced premises, the bills for the consumption in respect of which shall exclusively be paid by Licensee. The installation of such telephones and the documents, relating them will not entitle the Licensee and will not be used by him to claim ownership of the Licenced out premises in any manner.
- 16) The LICENSEE shall be responsible for any damage caused to the said premises and for any third party liability arising due to the business operations or due to the negligence of the LICENSEE and for the same LICENSEE shall fully keep the Corporation indemnified.
- 17) The LICENSEE shall not do or allow to be done anything whereby the interest of the Corporation in respect of the licenced premises are jeopardized and undertake not to put such rights into jeopardy or affect them prejudicially in any manner whatsoever.
- 18) The LICENSEE shall not transfer the benefits of the licence agreement in favour of any person(s), companies or entities or any third party whatsoever. The LICENSEE shall also handed over certified copy of partnership deed or any other paper to the Corporation which shall not be subject to change during the pendency of this licence agreement without written consent of the Corporation.
- 19) In the event of the LICENSEE committing any breach of the terms and conditions (including but not restricted to the payment of) and failing within two months to remedy or make good such breach or receipt of such notice in writing from the Corporation, then and in that event without prejudice to the other rights and remedies this licence agreement shall ipso facto get terminated forthwith, at the option of the Corporation and the licence period herein shall be deemed to have come to an end without any further notice, reference or recourse to the LICENSEE. However, the LICENSEE shall be bound to comply with the obligations under licence agreement.

- 20)The Corporation shall not be responsible or liable for any theft, loss, damage or destruction of any property of the LICENSEE in the licence premises or in the property for any bodily injury to any person in the licenced premises or in the property from any cause whatsoever for the LICENSEE shall be fully responsible.
- 21)The LICENSEE shall on the termination of licence agreement, be at liberty, to and shall, if called upon by the Corporation, to remove from the stipulated space all furnishings belonging to him /it and all fittings or fixtures therein installed with the consent of the Corporation provided always that if such removal causes any damage to the stipulated space, the same will forthwith be made good by the LICENSEE or the cost of making good the same will be paid by the LICENSEE to the Corporation.
- 22)The LICENSEE undertakes to keep the interior of the stipulated space in a good state of repair at all times during the subsistence of this agreement, and the Corporation shall be at liberty to send its representative to inspect the same from time to time and the Corporation shall be entitled to call upon the LICENSEE to carry out at the LICENSEE's sole expense interior repairs or repainting or renovation or work of any other kind which the Corporation reasonably deem to be necessary and the LICENSEE will at his/its expenses forthwith carryout the same and in default, the Corporation shall be entitled to carryout such interior repairs, repainting or renovation and recover all costs charges and expenses thereof from the LICENSEE.
- 23)The stipulated space shall be used only for carrying on the business as declared or any one of the businesses as are set out in the licence agreement and approved in writing by the Corporation and for no other purpose or for carrying on any other business, trade or profession. The stipulated space shall be used only on the days and during the hours to be from time to time determined by the Corporation.
- 24)At any time it appears to the Corporation that any goods or articles exhibited or exposed for sale or being sold in the stipulated property are of obnoxious, obscene or undesirable nature, the LICENSEE shall on being required by the Corporation forthwith remove or cause to be removed the same from the stipulated space.
- 25)The LICENSEE shall not store or cause to be stored any hazardous, combustible or dangerous goods in the stipulated space.
- 26)The LICENSEE shall not hold or permit to be held an auction in the stipulated space without the prior written consent of the Corporation.
- 27)The LICENSEE shall not paint, affix or exhibit any name or writing or any other thing upon exterior of the stipulated space without obtaining prior written approval of the Corporation, particularly regarding its size, colour, lettering design and get up.
- 28)During the subsistence of the licence agreement the LICENSEE shall maintain said property in good condition.
- 29)The LICENSEE shall not employ for work at the stipulated space any person who is not of a good character and behaviour or is suffering from any contagious or infectious disease.



- 30) The Corporation shall have the right from time to time to frame rules and regulations, which shall be binding on the LICENSEE, for the general conduct of business in the stipulated space.
- 31) Forthwith upon the termination of licence agreement the LICENSEE shall without further notice vacate and shall deliver to RSIC vacant physical possession of the stipulated space and in default the Corporation's servants or other representatives shall be fully entitled to enter the same without being liable to damage or otherwise thereof and the entry of Licensee may be prohibited.
- 32) If the LICENSEE fails to vacate the property within a grace period of 30 days of the termination of the agreement, the LICENSEE shall be deemed to be an unauthorised occupant in the said premises and shall be liable to pay a fee @ Rs 2000/-per sq. ft. of carpet area per day for any period of occupation beyond that date along with the Licence fee due.
- 33) The licence agreement does not constitute any right of tenancy in favour of the LICENSEE further the LICENSEE shall not create or purport to create any rights or to grant or purport to grant any other rights whatsoever in favour of a third person or persons.
- 34) The relationship between RSIC and LICENSEE is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and / or make any commitment on behalf of and / or with traders or any other party.

## **GENERAL CONDITIONS**

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### **4.1 Postal Address for Communication**

Every Bidder shall state in the Bid his postal address fully and clearly. Any communication sent to the Bidders by post at his said address shall be deemed to have reached the Bidders in time.

### **4.2 Acceptance of Bid**

4.2.1 The authority for acceptance of the Bid documents and Financial Bid will rest with the Competent Authority of the Corporation who does not bind himself to accept the highest or any other Bid, nor does he undertake to assign reasons for his decision in this matter.

4.2.2 Acceptance of the Bid will be communicated by fax / telegram / letter/e-mail which would be deemed to conclude the Contract.

4.2.3 The Bid documents in which the Bid is submitted by a Bidder shall become the property of RSIC and RSIC shall have no obligation to return the same to the Bidder.

4.2.4 Canvassing in connection with the Bid is strictly prohibited and the Bid submitted by the Bidder who resorts to canvassing will be liable for rejection.

### **4.3 Execution of Contract Document**

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

### **4.4 Earnest Money**

4.4.1 The Earnest Money will be forfeited in the following cases without prejudice to any further rights or remedies in this regard:

a) When the Bidder withdraws or modifies the offer after opening of the Bid but before acceptance of the Bid.

b) When the Bidder does not execute the agreement within the specified period.

c) When the Bidder does not deposit the security deposit on onward of the contract.

4.4.2 No interest will be payable on the Earnest Money/ Security Deposit in any case.

#### **4.5 Security Deposit Licence**

- 4.5.1 The successful Bidder shall furnish a Security Deposit equivalent to three-months LICENCE FEE within fifteen days of the acceptance of his Bid, failing which the Earnest Money Deposited will be forfeited in full. This amount shall be deposited with the Corporation in the form of a bank draft/banker cheque, drawn in favour of "The Rajasthan Small Industries Corporation Limited" payable at Jaipur. The Earnest Money of successful bidder will be adjusted against the Security Deposit.
- 4.5.2 If the successful Bidder had previously held any Licensor contract and furnished Security Deposit, the same shall not be adjusted against this Licence and a fresh Security Deposit will be required to be furnished.
- 4.5.3 Any amount of dues of the Corporation standing against the Licensor shall be deducted from the Security Deposit, or from any other amount payable to the Bidder, including other contracts. In the event of the Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balance of the sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Bidder under this or any other contract with the Corporation. Should that sum, also be not sufficient to cover the full amount recoverable, the Bidder shall pay to the Corporation on demand the remaining balance due.
- 4.5.4 The Security Deposit may be forfeited if the successful Bidder forecloses the Licence before the expiry of the Period of Licence or if he puts the Corporation to a financial or other loss by his conduct or otherwise or if he breaches any of the terms and conditions of the Licence or for any other reason by which he renders himself a *persona non grata* for the Corporation.
- 4.5.5 The Security Deposit shall be refunded to the Bidder six months after the successful completion of the Licence and issuance of a "No Dues Certificate" by the Corporation. However, even if there is any delay in refunding the Security Deposit, the Licensee will not be entitled to any interest.
- 4.5.6 No interest shall be paid on the Security Deposit or any other amount withheld for any reason or lying with RSIC in any form under the Contract.

#### **4.6 Period of Contract**

- 4.6.1 At the initial stage, the Licence shall be for a minimum period of 36 months, from the date of issue of allotment letter by the Corporation, extendable for next 2 years at a time, as may be mutually agreed.
- 4.6.2 Licence period may be extended further as agreed mutually.
- 4.6.3 In the event the Licence is terminated by the Corporation for any reason earlier to the period specified above the Period of Licence shall be deemed to be for the time during which it remains validly in force.

## **4.7 Liability for Loss or Damage to the Property of RSIC**

- 4.7.1 The Licensor shall be liable to compensate RSIC for all physical damage to the Mall, whether in his possession or not, through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.
- 4.7.2 The amount of damage will be deposited by the Licensor immediately. The decision of Chairman and Managing Director shall be final and binding on the Licensor in this regard.

## **4.8 Termination of Licence**

- 4.8.1 The Licence shall terminate in the following cases:
- a) On the expiry of its time period, unless renewed in a proper manner.
  - b) If the Licensor has been declared insolvent, or has gone into liquidation or wound up his business.
  - c) If Licensor is found guilty of gross misconduct, malpractice or misbehaviour.
  - d) In case of continuous breach of the terms and conditions of the Licence.
  - e) In the interest of the Corporation.
  - f) For any other reason mentioned in the terms and conditions as specified in the Licence agreement.
- 4.8.2 In case of Sub-Clause (a), (b), (c) of Clause 4.8.1, the Licence will terminate summarily and no notice shall be required. In case of Sub-Clause (d) and (e) of Clause 4.8.1, a short 7-day notice shall be given. In all other cases the Corporation shall give a 30-day notice. In case the Licence terminates on account of any default on the part of Licensor his Security Money Deposit will be forfeited without prejudice any other right.
- 4.8.3 The termination of the Licence agreement under this Clause or any other Clause shall not be deemed to prejudice or affect the claim or any right of indemnity which the RSIC may have against the Licensor in respect of any breach of any of the conditions of the agreement prior to its termination.

## **4.9 Arbitration**

- 4.9.1 All disputes and differences arising out of or in any way concerning this Licence, shall be referred to the Managing Director himself / herself or his / her nominees for sole arbitration. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation, that he / she has dealt with the matters to which the Licence relates in the course of his / her duties. As such arbitration by Chairman & Managing Director shall be final and binding on the Licensor. If the person to whom the matter was originally referred to for arbitration becomes unable to function on account of vacation of office, transfer, resignation, retirement from services, suspension or for any other reason whatsoever, the Managing Director shall nominate another person to take over his function as soon as possible. Such person shall proceed further from the stage where the matter was left by his predecessor. The arbitrator shall give reasons for the award.

4.9.2 Any demand for arbitration in respect of any claim(s) / disputes of the Licensee shall be in writing and made within a period of three months from the date of accrual of cause of action failing which the claim(s) / disputes of the Licensee shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and reLicenced of the liability under the deed.

4.9.3 The venue of arbitration shall be Jaipur.

4.9.4 The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause. The cost of Arbitration shall be borne by the parties as per the decision of the Arbitrator.

#### **4.10 Notice etc**

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

#### **4.11 General**

4.11.1 Any other matter not covered any where in these terms and conditions shall be decided by making a reference to the Chairman and Managing Director and his decision shall be final in this respect.

4.11.2 Any clarification in regard to the meaning or intent or interpretation of any of the provision of these terms and conditions required on any point shall be sought from the Chairman and Managing Director whose decision in the matter shall be final and binding.

4.11.3 In case of any typographical or grammatical error, lapse or ambiguity, the interpretation most commonly understood or best suited to the Corporation shall be applied.

4.11.4 If it is necessary to institute any legal proceedings by any of the parties (the Corporation or the Licensor) the same shall have to be lodged in a court situated at Jaipur, Rajasthan, and not elsewhere.

***All terms and conditions contained in page 1 to 20 along with their sub-paras have been read carefully, understood and accepted.***

**Signature of the Bidder**

## 5. CONTENTS OF THE BID

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The Bid is required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e. **none of the folios of the Bid Documents including the Annexure should be detached and retained by the Bidder**. Each folio of the Bid Documents shall be signed by the Bidder or such person on his behalf as is legally authorised to sign for and on his behalf.

5.1 The Bidder should carefully examine the following requirement. He should truthfully furnish the information, documents and certificates in **Cover No.1(Technical Bid), superscribed “Documents in support of Eligibility”** for determining technical competency of the Bidder to execute the Licence. Furnishing wrong or false information, documents or certificates shall render the Bidder ineligible and his EMD forfeited. RSIC will also be at liberty to initiate legal action.

5.1.1 The Bidder shall provide the following information regarding his firm:

a) Corporate domicile, address for communication place and date of incorporation and copies of the Memorandum and Articles of Association (Partnership Deed in case of partnership concern).

b) Summary of the primary business activities.

5.1.2 In order to facilitate and in the interest of objective assessment of the financial standing of the Bidder, copies of audited financial statements for the last three years should be submitted. This will include Balance Sheets, Income and Expenditure statements, cash flow statements and the corresponding exhibits and Auditors' notes.

5.1.3 The Bidder will also provide a note as regards his financial standing.

5.1.4 The Bidder must furnish the following documents/certificates along with the Bid:

a) A certificate from the Bankers about financial status and credibility showing the solvency position for at least Rs. 10 lacs.

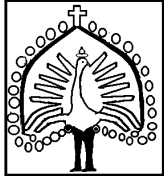
b) Constitution of the firm, if the Bidder is not a sole proprietary concern, for partnership firm a copy of the partnership deed, for a registered company, its Memorandum and Articles of Association.

c) Latest Income Tax Clearance Certificate and VAT clearance certificate or its copy attested by a gazetted officer / notary.

d) The annual gross turnover of the company/firm for the last three years certified by a Chartered Accountant.

5.3 The Bidder shall fill in his financial offer in the format at Annex-3(Financial Bid) and enclose it in **Cover No. 2 superscribed “Financial Bid”**.

- 5.4 The Bidder shall enclose a banker's cheque or demand draft towards Earnest Money sealed alongwith Technical Bid.
- 5.5 All the above two packets should again be sealed in a single outer cover.
- 5.6 The inner and outer covers shall be addressed and marked as per Clause 2.3.2.



**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 \* e-mail: rajsico@rajasthan.gov.in**

**ANNEXURE - 1**

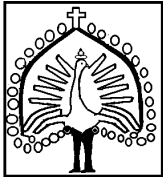
**DETAILS OF THE PROPERTIES AVAILABLE ON LICENCE / RENT ARE AS UNDER: -**

<b>S.No.</b>	<b>Name e &amp; address of the properties</b>	<b>Approximate area</b>	<b>Contact person along with telephone Nos.</b>
1	Raw Material Depot A-15, RIICO Industrial Area Old Jharina Road Bharatpur	1264 Sq. Mtr.	Raw Material Depot A-15, RIICO Industrial Area Old Jharina Road Bharatpur STD - 05644 Telephone No. 238309
2	Wood Seasoning Plant Shilp gram 9 <sup>th</sup> Pal Boronada Industrial Area, Barmer Road Jodhpur	3447 Sq. Mtr.	Inland Container Depot SP-2, Basni Phase-II Marudhar Industrial Area, Jodhpur Pin No. 342006 Mobile No. 9828327088
3 (i)	Raw Material Depot C-2, RIICO Chowk, Industrial Area, Bhiwadi	600 Sq. Mtr. Including covered shed and Office	ICD, Sector-9 New Scheme Bhiwadi STD- 01493 Telephone Nos. 222916 & 222917
(ii)	Residential building B-7, RIICO Chowk Industrial Area, Bhiwadi	44 Sq. Mtr.	-do-
(iii)	Open Land Sector -9, New Scheme, Bhiwadi	9112.40 Sq. Mtr.	-do-

Note: - 1. Bid Documents including the Financial Bid is to be submitted in a separate sealed envelope.

3. The Bid Documents set should be returned in original bearing signature of the Bidder on each page along with the offer.





**THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.**

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

**Phone: 0141-5115760-63 Fax: 0141-5115766**

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

**ANNEXURE – 2**

**TECHNICAL – BID**

1. Name of Bidder .....
2. Postal Address .....
- Telephone No. ....
- Fax No. ....
- Mobile No. ....
- E- Mail .....

- 3- The Bidder should furnish following details in full along with supporting documents .PLicence state details of EMD paid.

DD / Bankers Cheque / Pay order No.	Date	Amount	Name of Bank	Branch City / Town

- 4- a) Solvency certificate in original of Rs. Ten lacs is to be attached.(not older than preceeding 3 months)  
b) A copy of three years Balance Sheet & Annual Accounts duly certified by Chartered Accountant is to be attached .
- 5- State whether all technical & financial terms & conditions are acceptable to you.
- 6- Any other information the Bidder may desire to furnish.

Note:- 1. Please note that the offer of Bidder will be liable for rejection. If the above information is not furnished in full and does not satisfy the minimum experience criteria for such.

2. Attached copies of performance and certificate other certificates / documents as required in the tender documents should be attached. The same will not be returned.

Note: - 1. Bid Documents including the Financial Bid is to be submitted in a separate sealed envelope.

2. The Bid Documents set should be returned in original with bearing signature of the Bidder on each page along with the offer.



**THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.**

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

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

**ANNEXURE - 3**

**FINANCIAL – BID**

**Request for Land / Building to be taken on rent / Licence**

S.No.	Description details of desired property	Approximate area	Rent offered Rs. Per month
1	2	3	4
1	Raw Material Depot A-15, RIICO Industrial Area Old Jharina Road Bharatpur	1264 Sq. Mtr.	
2	Wood Seasoning Plant Shilp gram 9 <sup>th</sup> Pal Boronada Industrial Area, Barmer Road Jodhpur	3447 Sq. Mtr.	
3 ( I )	Raw Material Depot C-2, RIICO Chowk, Industrial Area, Bhiwadi	600 Sq. Mtr. Including covered shed and Office	
(ii)	Residential building B-7, RIICO Chowk Industrial Area, Bhiwadi	44 Sq. Mtr.	
(iii)	Open Land Sector –9, New Scheme, Bhiwadi	9112.40 Sq. Mtr.	

**Note:-** 1. Bid Documents including the Financial Bid is to be submitted  
in a separate sealed envelope.

2. The Bid Documents set should be returned in original with bearing signature of the Bidder on each page along with the offer.



**THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.**

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

**Phone: 0141-5115760-63 Fax: 0141-5115766**

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

THIS LICENCE DEED is made at Jaipur on this, the .....

**BETWEEN**

M/s....., a company incorporated under the provision of the Companies Act, 1956 having its corporate office at ..... Rajasthan acting through its Company Secretary or Authorised Officer..... Lessor (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his executors, administrators, nominees assigns, representatives) of the **FIRST PART.**

**AND**

....., Jaipur, hereinafter referred to as "The Licensee" ( which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its permitted assigns ) of the **SECOND PART.**

The Rajasthan Small Industries Corporation Ltd. (RSIC) is a Government of Rajasthan undertaking. It plays a major role in promoting the handicrafts produced in the state. RSIC has various properties in possession as per Annex – 1.

**WHEREAS:**

- a) The Licensor is in possession of the entire premises mentioned at Annex – 1, hereinafter referred to as "The said Premises", and is entitled to solely deal with the said Premises.
- b) The Licensee has approached the Licensor with a request to give on Licence basis the said premises for the purpose of ..... by the Licensee, which the Licensor has agreed to, do so on the terms and conditions mutually agreed on as it is where it is basis
- c) The parties hereto are now desirous of reducing to writing the terms and conditions of the said Licence.

**NOW THIS DEED WITNESSETH AS FOLLOWS: -**

1. The Licensor hereby declares that he is in possession of the said premises.....(as per Annex-1 enclosed) and as such are entitled to use and occupy the same.

2. The Licensor hereby represents and warrants to the Licensee that as Owner of the said Premises, he has the full right and absolute power to grant permission to occupy the Said premises to and in favour of the Licensee and the said premises are free and shall be free hereinafter from all kinds of encumbrances of whatsoever.
  
3. The Licensor confirms having given on Licence basis with effect....., the Said Premises to the Licensee and all other appurtenances, privileges attached to or in any way relating to the Said Premises and also together with the right to use in common area with other occupants of the said building, the entrances, landings, and doorways leading to the Said Premises for an initial period of 3 years which shall be subject to renewal at the sole discretion of the Licensor. The premises is being Licenced out for a period of 3 years.
  
4. The Licensee agrees to pay to the Licensor a Licence rent of Rs. ....(Rupees.....(only), per month, by Demand Draft. Further the Licensee shall deduct TDS at an applicable rate prevailing from time to time on Licence rent for the said premises to be used and occupied. The said Licence rent would be paid by the Licensee on or before the 7th day of each respective calendar month in advance for that month without any delay. The said monthly Licence rent is inclusive of property tax and today at the time of execution of this Licence deed the Licensee has paid a sum of Rs...../- vide D.D.No..... drawn on ..... in favour of the Licensor as an advance interest free deposit with Licensor equivalent to three months Licence rent. Furthermore the above mentioned monthly Licence rent shall be subject to yearly enhancement @ 5% compounded. The monthly Licence rent for the Licence period will be as under:-

<b><u>Period</u></b>	<b><u>Rent monthly</u></b>
From 2015 – 2016	Rs.
From 2016 – 2017	Rs.
From 2017 – 2018	Rs.

The advance Licence rental will be interest free deposit with the Licensor.

5. It is agreed by and between the Licensor and the Licensee that in addition to the payment of the monthly fee as aforesaid, the Licensee shall bear and pay all utilities (Electricity, water charges and telephone bills) consumed / utilized during the tenure of

this deed to the appropriate authorities from the date of possession being handed over to the Licensee during the occupancy of rented premises.

6. The Licensee shall not be entitled to make any structural alternations in the Said Premises. The Licensee will not carry out any temporary structural changes also without the written permission of the Licensor, which will be the discretion of the Licensor depending upon the local laws of the competent authority. If allowed, any fee etc. charged by the authorities shall be paid by the Licensee.
7. The Licensee shall be entitled to install telephone (s) in the Licenced premises the bills for the consumption in respect of which shall exclusively be paid Licensee.
8. The Licensor shall provide appropriate signage / visible space of the property for signage. However, any charges payable to the local bodies shall be payable by the Licensee.
9. The Licensee shall maintain the Said Premises in good and proper condition during the period of the Licence (Except the loss or damage by earthquake, tempest, flood, violence by any army or mob or act of God) and shall bear all day – to- day repairs. The Licensee shall at its own cost undertake the insurance policy for the said premises. The Licensee shall be also be responsible for any damage caused to the said premises & for any third party liability that arises due to the business operations or due to the negligence of the Licensee & for the same the Licensee shall fully keep the Licensor indemnified. The Licensor shall during the term of and for the purposes of this Licence be bound to carry out major repairs to the said premises such as may be occasioned by fall of a wall, ceiling or roof or any structural / portion due to any of the aforesaid reasons whatsoever. The Licensor confirms that said major repairs shall be carried out within a reasonable period failing which the Licensee may carry out the said repairs and the Licensor shall be responsible to reimburse all the expenses incurred by the Licensee forthwith.
10. The Licensor do hereby covenant with the Licensee that on the Licensee observing and performing the terms and conditions herein contained, the Licensee shall be entitled to hold, possess and enjoy the said premises without any interruption by the Licensor or by any person or persons claiming by through or under any of them.

11. The Licensor shall make out a valid title all the times to the entire premises free from all encumbrances, claims, reasonable doubts, and, for this purpose shall produce necessary title documents in respect of the ownership of the said property.
12. The Licensee agree that they shall not allow to be done anything whereby the interest of the Licensor in respect of the said premises are jeopardized and undertake not to put such rights into jeopardy or affect them prejudicially in any manner whatsoever.
13. The Licensee agrees not to transfer the benefits of this deed in favour of any person(s), companies or entities or any third party whatsoever. The Licensee has also handed over the certified copy of partnership deed / articles and memorandum of association to the Licensor which shall not be subject to change during the pendency of this Licence deed without written consent of the Licensor.
14. The Licensee shall not store or bring upon the said premises any hazardous articles or articles of inflammable or combustible nature except cooking gas cylinders. The Licensee shall not do or permit / allow to be done any such things in the said premises by reasons whereof the insurance of the Mall may be effected or is / may be rendered void or voidable or whereby the rate of insurance premium thereof may be increased.
15. The Licensor shall not be responsible or liable for any theft, loss damage or destruction of any property of the Licensee or of any third party in the Said Premises or in the said building nor for any bodily injury to any person in the Said Premises or in the said building from any cause whatsoever for which the Licensee shall fully indemnify the Licensor.
16. The parties hereto acknowledge, declare and confirm that this deed represents the entire agreement between them regarding the subject matter thereof and no alternations, additions or modifications hereto shall be valid and binding unless the same are reduced in writing and signed by both the parties. The Licence deed also overrides any communications, correspondences, MOU etc, entered into between the parties or by the builder / predecessor with the Licensee.
17. Any relaxation or indulgence granted or shown to the Licensee by the Licensor shall not in any way prejudice the right of the Licensor under this

deed and shall not in any way add, alter, amend or vary this deed or part thereof.

18. The Licensor and the Licensee agree and accept, that stamp duty and registration fees applicable, if any, for execution of this deed, shall be paid by the Licensee. The original Licence Deed shall be retained by the LICENSOR, and the certified copy shall be retained by the LICENSEE.

The Licensee hereby undertakes to hand over the premises in a good and habitable condition in which he has received at the time of execution of this deed and the above mentioned interest free security amount will be paid to the Licensee after settlement of the complete accounts with the Licensor.

19. All disputes and differences pertaining to this Deed shall be subject to the Jurisdiction of the court at Jaipur only.

20. Terms and conditions of licence mentioned in the tender documents and notice shall also be part of this agreement.

IN WITNESS WHEREOF, the Licensor and the Licensee have hereunto set and subscribed their respective hand this, the ....., first herein above written.

SIGNED AND DELIVERED BY THE

(For and on behalf of the LICENSOR)

in the presence of witness-

SIGNED AND DELIVERED BY THE

(For and on behalf of the LICENSEE)

In the presence of witness: -



## Annexure-A: Bidder's Authorization Certificate

---

To:  
Company Secretary  
Udyog Bhawan, Tilak Marg  
C-Scheme, Jaipur-302005(Rajasthan)

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB Reference No. \_\_\_\_\_ Dated \_\_\_\_\_.

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of Bidder	
Address:	
Authorised Signatory:	
Signed :	
Date :	
Pace :	
Seal of the Organization:	Signature Verified

## **Annexure-B: Self-Declaration – No Blacklisting**

To:  
Company Secretary  
Udyog Bhawa, Tilak Marg  
C-Scheme, Jaipur-302005(Rajasthan)

In response to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for {Project Title} \_\_\_\_\_, as an Owner/Partner/Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ or any of our group or associate companies, at the time of bidding, is having unblemished record and is not declared ineligible or has been issued letter for blacklisting for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT or the Procuring Entity.

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

Thanking you,

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

## **Annexure-C: Certificate of Conformity/No Deviation/ End of Service Support**

To:  
Company Secretary  
Udyog Bhawan, Tilak Marg  
C-Scheme, Jaipur-302005(Rajasthan)

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired standards set out in the Tender/ bidding Document. The end of service support date will not precede the expiry of warranty for the following items:

IT Infrastructure (Like – Laptop, Computer, Laser Printer, Scanner, UPS, Laser Multifunctional Printer (Duplex Print, Scan, Copy, with USB, Ethernet & Wireless)) with make/ model:

\_\_\_\_\_

Thanking you,

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

## Annexure-D: Technical Bid Submission Sheet

---

To:  
Company Secretary  
Udyog Bhawan, Tilak Marg,  
C-Scheme, Jaipur-302005(Rajasthan)

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda No.
2. We offer Hardware/ Software for Supply of ..... in conformity and in accordance to the Bid Document.
3. Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our Bid is accepted, we commit to obtain a Performance Security in the amount of **5%** of the Contract Price for the due performance of the Contract;
5. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;
6. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
7. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by any State/ Central government/ PSU/ UT or the Procuring Entity;
8. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
9. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
10. We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
11. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2012 and this Bidding Document in this procurement process and in execution of the Contract.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

## Annexure-E: Financial Bid Submission Sheet

---

To:  
Company Secretary  
Udyog Bhawan, Tilak Marg,  
C-Scheme, Jaipur-302005

We, the undersigned, declare that:

1. We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We hereby confirm that I / We have bid for item/items mentioned in the Bill of Material (BOM) / Bill of Quantity/Financial Bid.
3. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.
4. I / We undertake, if our bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the schedule of Requirements.
5. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.
6. I / We agree to abide by this bid for a period of days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
8. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
9. I/ We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Drawings

Signature of the Bidder: \_\_\_\_\_

# **C O N T E N T S**

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Signature of the Bidder: \_\_\_\_\_