

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302 005

Phone: 0141-2227267 Fax: 0141-5115766

Website: <http://industries.rajasthan.gov.in/content/industries/rsicl.html/>

E-mail: rajsico@rajasthan.gov.in

CIN- U 91110RJ1961SGC001118

Tender Cost Rs.500(Non Refundable)

**TENDER FOR REPARING WORK OF 3rd Floor and Roof in RAJSICO
Buidling Udyog Bhawan, Jaipur**

Earnest Money Rs. 10,000/-(in Favour of The Rajasthan Small Industries
Corporation Ltd.

The Rajasthan Small Industries Corporation Ltd.
(A Government of Rajasthan Undertaking)
Jaipur

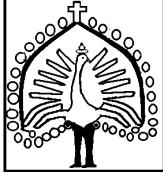
Head Office Udyog Bhawan,
Tilak Marg, 'C'-Scheme
Jaipur-302005

Tel: 0141-2227718

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TENDER NOTICE

RSIC invite tender for repairing work of 3rd Floor and Roof in RAJSICO Building Udyog Bhawan, Jaipur .

- *Tender Document can be purchase from RSIC, Head Office on the payment of Rs. 500/-*
- *Last date for submission of tender 29.6.2018 till 1.00 PM*
- *Bid Opening Date 29.06.18 & Time 3.00 P.M.*

*Tender shall be submitted along with earnest money at RSIC, Udhyog Bhawan office .
Visit our website: <http://industries.rajasthan.gov.in/content/industries/rsicl.html/>
and sppp.rajasthan.gov.in contact: OSD (GAC) on 0141-2227824*

MANAGING DIRECTOR

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SCOPE OF WORK

The scope of work shall include Repairing work of 3rd Floor in RAJSCIO Building at RSIC Head Office Roof in RSIC office at 'C' Scheme, Tilak Marg, Jaipur including all civil work , as specified in the G- Schedules.

The work shall be carried out strictly as per the G-schedule. The work includes for the full & final and entire completion of all the works as described in the G-schedule of Quantities. The work is to be carried out as per the directions of the Authorized Person and as per standard specifications of the respective item and the details on the drawings issued from time-to-time. You shall be responsible for the overall satisfactory completion of the entire work within the schedule time frame.

GENERAL TERMS AND CONDITIONS

2.0 RATE & ESTIMATED VALUE OF WORK:

You will execute the work on the rates quoted in annexed G-schedule. The rates are inclusive of all taxes & duties etc. and shall remain firm & fixed during the pendency of the contract.

3.0 PERIOD OF CONTRACT

You have to complete all the mentioned work within 10 days from the date of issuance of work order. As the work is to be executed in a running office and therefore a proper working schedule is to be decided within mobilisation period of ten days from the date of issue of this work order.

4.0 Period of Maintenance/Defect Liability Period

Period of maintenance/Defect Liability Period" shall be 12 months from the date of completion of the work. You shall attend and rectify all the defects within 15 days of intimation. If the defects are not attended within the above period the Authorized Person shall have the right to extend the Period of Maintenance/Defect Liability Period and/or get the defects attended by engaging any other agency at your risk & cost.

5.0 Rectification of Defect

If it shall appear to the Authorized Person or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for - the execution of the work are unsound or of a quality inferior to that contracted for, or . otherwise not in accordance with contract, the contractor shall demand in writing which shall be made within twelve months of the completion of work from the Authorized Person specifying the work, materials or articles complained on paid, for, forthwith rectify or remove and reconstruct the work so specified in whole in para, as the case may require or as the case may be remove that materials or articles so specified and provided other proper and suitable materials or article at his own charges and cost, and in the event of his failing to do so shall continue and in the case of any such failure the Authorized Person may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

Any defect, shrinkage, settlement or other faults which may appear within twelve Calendar Months from the certified date of completion of the works and which, in the opinion of the Engineer-in-charge/Owner, arise from faulty materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Authorized person, and within such reasonable time as shall be specified therein be amended and made good by the Contractor at his own cost. In case of default on the part of the contract to amend and make good, within the specified time limit, the employer may employ and pay other persons to amend and making good such defections, shrinkage, consequent on such default or incidental thereto, shall be borne by the Contractors and be recoverable from him by the employer. Provided always that, should the Contractor dispute his liability to pay for in respect of any work, so amended or make good or any part thereof in accordance with the Authorized person directions, such disputes shall be referred to the Employer whose decision shall be final & binding and without appeal.

All such work shall be carried out by the Contractor at his own expense if the necessity thereof shall in the opinion of the Engineer-in-charge/Owner be due to the use. of materials or workmanship not in accordance with the Contract or to neglect or failure on the part of the Contract to comply with any obligation expressed or implied on the Contractor's part under the Contract, [f such necessity shall be due to any other cause the value of such work shall be ascertained and paid for as if it were additional work.

6.0 PAYMENT OF BILLS

The payment will be made after the Completion of work. Income Tax, Works Contract Tax or any other tax as applicable will be deducted at prevailing rate from every bill.

7.0 DELAY IN COMPLETION

- 7.1 TIME SHOULD BE CONSIDERED AS ESSENCE OF THE CONTRACT. All the work executed should be got approved by the Authorized Person and the contractor shall rectify bad workman ship pointed out and remove from site all the rejected materials immediately.
- 7.2 In case of non-completion or delay incomplection of the work or removal of defects in time, the company shall be free to appoint another Agency to get the job done at the Contractor's risk and cost.

8.0 SECURITY DEPOSIT

- 8.1 Initially you shall furnish Security Deposit of Rs 15000/- through Demand Draft in favour of The Rajasthan Small Industries Corporation Ltd., payable at jaipur within 3 days of the issuance of work order , for due fulfillment of all or any of the terms & conditions of the contract. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims/ dues or sums payable as contained herein.
- 8.2 The entire Security Deposit shall be refunded after completion of defect liability period of twelve months from the expiry of contract, provided the Contractor has fulfilled all contractual obligations and he has rendered "No claim and No Dues Certificate" to the Company and removed all the defects to the satisfaction of the company.
- 8.3 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company.

- 8.4 No interest is payable on S.D. amount.
- 9.0 Tenderer will submitted Demand Draft of Earnest Money Rs. 10,000/-(in Favour of "The Rajasthan Small Industries Corporation Ltd." payable at Jaipur
- 10.0 **TERMINATION OF THE CONTRACT**
- 10.1 In case of failure to perform the job as required under this contract or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
- 10.2 The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- 10.3 Notwithstanding anything contained herein above, the company in its absolute \ discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

11.0 LEGAL & STATUTORY OBLIGATIONS:

- 11.1 The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- 11.2 The contractor shall have valid Labour Licence and deduct PF as per rules for all employees/workmen engaged for this work. The proof of deduction & deposition of PF shall be submitted to RSMM.
- 11.3 The contractor shall be liable for all persons employed and / or engaged by him whether directly or otherwise in all respects and also for all the equipment's deployed by them under their control, under various statutory provisions in force from time to time as amended upto date such as Workmen's compensation Act, 1923, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936; Minimum Wages Act 1948, Payment of Bonus Act, 1965, Fatal Accident Act, 1855;, Shops & establishment Act, and or any other allied Central or State enactment's, rules, regulations and bylaws made there under. The Contractor shall maintain and produce whenever called for, all records required under various Acts, Laws & By Laws.
- 11.4 The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. Sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.
- 11.5 The contractor shall have, to make all payments to the staff etc. Engaged by him every month latest by 7th day of following month.
- 11.6 In the event of default of the contractor in making such payment/s or contribution for any other reason/s the Company may make such payment/contribution on behalf of the contractor on its sole discretion, by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and

amounts due to the contractor for the payment/contributions made by it on account of contractor's default.

- 11.7 The contractor shall have to obtain and produce the Labour Licence as applicable before starting the work.
- 11.8 The contractor shall insure all the workmen.

12.0 OTHER RESPONSIBILITIES OF CONTRACTOR

- 12.1 Safety & discipline of the labour/ workers staff employed by him

The company shall not in any manner be responsible for any or part of the above litigations of the contractor, If any expenditure incurred by the company on the above items, that will be recovered from the contractors bills/security deposits.

13.0 RISK & COST

The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfillment of the contractual obligations within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor.

14.0 DISPUTE & JURISDICTION

In case of any dispute, it shall be the endeavour of both the parties to resolve it through mutual discussions. No courts other than the courts located at Jaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this contract. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

Signature of Tenderer with Seal

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest :-

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

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

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

Signature of Tenderer _____

Declaration by The Bidder regarding Qualification

Declaration by the Bidder

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

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

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

Date:

Signature of Bidder

Place :

Name:

Designation:

Address:

Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

(1) Filling an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for Filing Appeal

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

(7) Procedure for disposal of appeal

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

Signature of Tenderer _____

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

Procurement Act, 2012

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

1 Particulars of appellant:

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

2. Name and address of the respondent(s)

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

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

.....

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

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

6. Grounds of appeal:-

.....
.....(Supported by
an affidavit)

7. Prayer
.....

Place

Date

Signature of Tenderer _____

Additional Conditions of Contract

1. Correction of arithmetic errors.-

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

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

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

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

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

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be

divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of Tenderer _____

G-Schedule

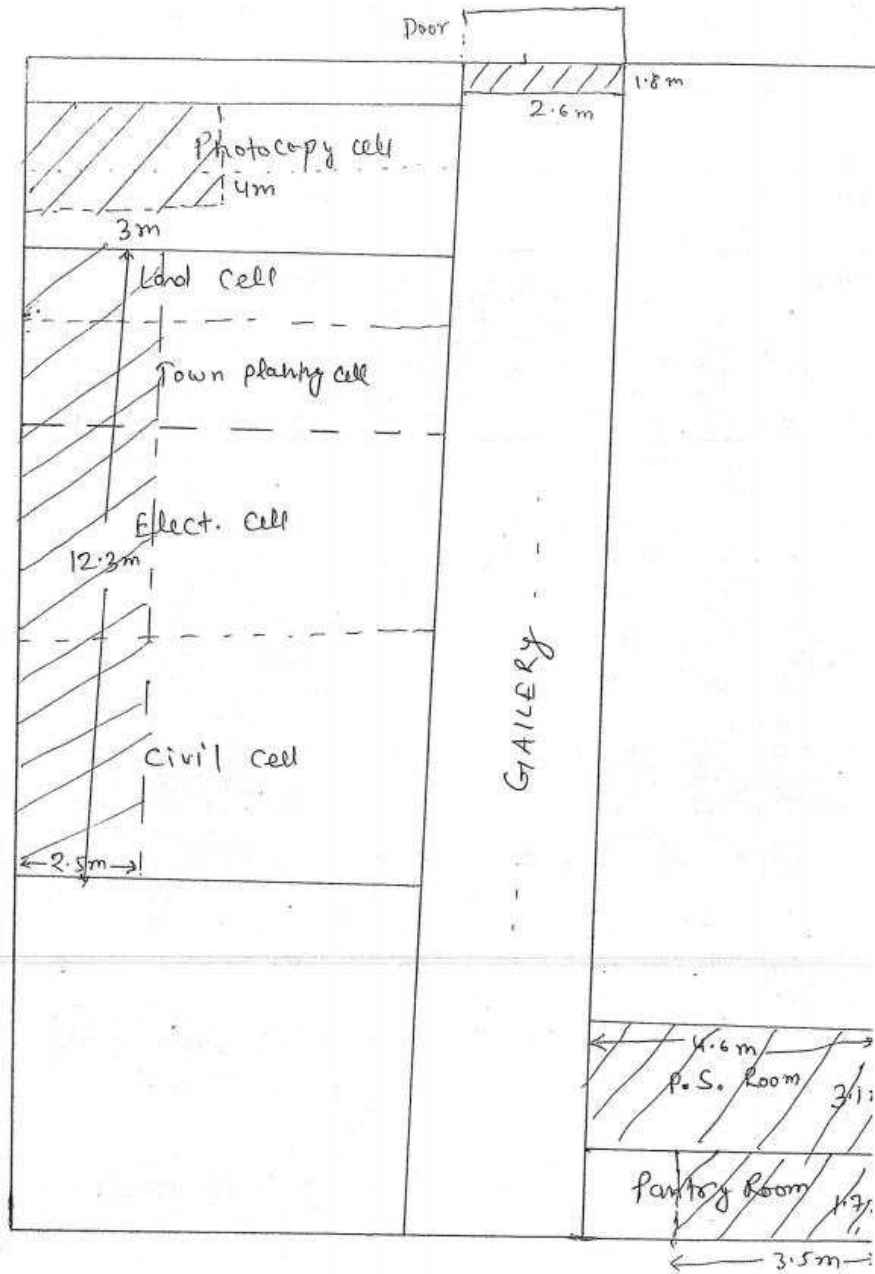
Name of Work: Repairing work of 3 rd floor and Roof in RAJSICO Building, Udyog Bhawan, Jaipur						
Abstract of Cost						
Part A: Civil Items (Based on PWD City Circle Jaipur BSR-2016)						
SN	Code	Description	Unit	Quantity	Rate	Amount
1	B.10.17.1	Grading roof for water proof treatment with water proffing compound. Cement concrete 1:2:4 (1cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)				
	B.10.17.2	Cement mortar 1:3 (cement : 3 coarse sand)	Cum	15.44	5310.00	81986.40
2	B.13.29	Repair to damaged RCC slabs, beams and columns etc for strengthening with cement mortar 1:2 in following steps: i) Chopping losse and cracked concrete to required depth, cleaning the exposed surface of steel and concrete with wire brush and sand papering, cleaning of concrete surface with water as necessary and getting dried. ii) Applying Epoxy primer on the exposed steel bars. iii) Applying Epoxy hardener and resin mix (as per manufactured's specification) on concrete and steel bars with brush. iv) Spreading dry cement mortar 1 : 2 mix over epoxy treated wet surface and allow it to dry for one day. v) Plastering the surface with cement sand mortar 1:3 upto depth of 30 mm complete vi) Cure the plastered surface for 15 days.	Sqm	67.64	1358.00	91855.12
3	B.14.2.1	Demolishing cement concrete manually/by mechanical means including disposal of	Cum	17.16	552.00	9472.32


	material within 50 metres lead as per direction of Engineer-in charge.			
	1:3:6 or richer mix			
Total				183313.84
Contigencies 4%				
Grand Total				190646.39

I agree to execute the above work above/below.....% on PWD
City Circle Jaipur BSR-2016.
Amount quoted in Rs.(in words).....
.....

Signature of Tenderer with Seal

PAINTING WORK



 → Repairing painting work to be done

Developer
Dmger

total Area = 67.64 m^2