

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

e-TENDER

FOR

Short Lead Transportation

OF

ISO/ DSO CONTAINERS AND CARGO

At

INLAND CONTAINER DEPOT JAIPUR

Tender Document Cost: Rs 1,000/-(Non refundable)

RISL Processing Fees: Rs. 1000/-(Non refundable)

Earnest Money Deposited: Rs. 1,00,000/-(Refundable)

S.No.	Schedule	Date	Time
1.	Publishing Date	24.9.15	12.00
2.	Document Download Start Date	24.9.15	12.00
3.	Bid Submission Start Date	24.9.15	12.00
4.	Bid Submission End Date	19.10.15	13.00
5.	Bid Opening Date	19.10.15	16.00

Head Office

Udyog Bhawan, Tilak Marg

Jaipur 302 005

Tel: 0141-2227267

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Website: [www.rajsico.gov.in](http://www.rajsico.gov.in)

Tender Site : [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)

Email: [rajsico@rajsico.in](mailto:rajsico@rajsico.in)

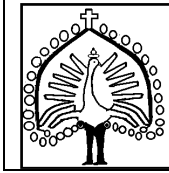
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*Signature of the Tenderer:*\_\_\_\_\_

**COPY OF NIT**

**PUBLISHED IN RASHTRADOOT / BUSINESS STANDARD ON 24.9.2015**



THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.  
Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005  
Phone: 0141-2227267 \* Fax 0141-5115766  
Website: [www.rajsico.gov.in](http://www.rajsico.gov.in) \* e-mail: [rajsico@rajasthan.gov.in](mailto:rajsico@rajasthan.gov.in)  
CIN:- U91110RJ1961SGC001118

**e-TENDER NOTICE**

Following tenders are invited from interested parties:

1. Handling & Transportation of Containers & Cargo contract at ICD Jodhpur
2. Short lead transportation contract at ICD Jaipur
3. Establishing of container repair facility on lease out space at ICD Jaipur & Jodhpur.

Last date of tenders' submission is 19.10. 2015 by 1:00 PM . Online Tender should be submitted on Rajasthan State Tender Portal [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). Details are also available on [www.rajsico.gov.in](http://www.rajsico.gov.in).

**MANAGING DIRECTOR**

**Terms & Conditions (Two bid System -Technical & Financial ) has to be put in separately**

- (i) The Tender Document is not transferable under any circumstances.
- (ii) Tender shall be submitted online only through [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)
- (iii) No physical/offline Tender/bid shall be accepted
- (iv) The Earnest Money and Tender fee shall be in the form of Demand Draft / Banker Cheque of Schedule Bank drawn in favour of "The Rajasthan Small Industries Corporation Ltd." payable at Jaipur, the processing fee in favour of MD RISL payable at Jaipur shall be submitted in the office of the AGM(EIS), Udyog Bhawan, Tilak Marg,C-Scheme, Jaipur upto schedule date and time.
- (v) The Corporation reserve right to cancel the BID without assigning any reason to the Bidder or anyone else.
- (vi) The Service Tax & other taxes payable if any, under the contract shall be paid by the Bidder
- (vii) Conditional tenders and casual letters sent by the contractors will not be accepted.
- (viii) Bidders are requested to read the instruction in the Technical Document/Bid before submitting the Tender/BID online.
- (ix) The above terms & conditions of the Bids may also be seen on RSIC website [www.rajsico.gov.in](http://www.rajsico.gov.in). alongwith the BID invitation Notice.

Signature of the Tenderer: \_\_\_\_\_

From:

To

**Managing Director**

**The Rajasthan Small Industries Corporation Ltd.**

**Udyog Bhawan, Tilak Marg, Jaipur**

Sub: Submission of e-tender for Short Lead Transportation of ISO/ DSO Containers and cargo at ICD Jaipur.

Dear Sir,

Subject to the conditions given in the instructions for submission of the Bid and the general and special terms and conditions detailed in Chapter of the Tender Document and Annex to the Tender Document, I/we hereby tender for working as Short Lead Transportation of containers and cargo Contractor at Inland Container Depot, Jaipur for the remuneration as indicated in the Para 4.7.2./financial bid.

I/We hereby certify that I/we have examined and am/are fully familiar with all the provisions of the Contract and agree to abide by all the terms and conditions laid in the Tender Document.

Yours faithfully,

(Name and signature of the Authorised Signatory)

Tenderer's address:

Encl: as above

*Signature of the Tenderer:* \_\_\_\_\_

Chapter1. **GENERAL**

**1.1 Overall Supervision and Control of ICD**

The Corporation, being the Custodian of the ICD at Jaipur, shall exercise full supervision and control especially on revenue collection, pricing, billing and managerial & finance matters on the functioning of the ICD and the contractor shall render all the services as per the instructions and guidelines provided by the Corporation.

**1.2 Receipt and Deposit of Payment for ICD Services**

The amount to be charged for rendering the services to ICD users shall be collected in Cash/Demand Draft/Banker's Cheque at the cash counter of the ICD by the Cashier of the Corporation. The amount shall be charged from ICD users, including applicable service tax etc, for rendering services to them as per prescribed tariff and deposited in RSIC account.

The public Tariff will be decided and revised from time to time by the committee of officers constituted by MD/ RSIC, in consultation with the contractor taking a view of market demand & supply, competition available, diesel prices etc.

**1.3 Payout to the Contractor**

The payout of the Contractor shall be computed in the manner as per Rates entered in BOQ of this Tender Document and will be paid as per tender condition 4.7.2.

**1.4 Compliance with customs regulation and guidelines**

The Contractor shall fully comply with the circulars, guidelines and regulations issued by the department of customs from time to time and shall indemnify the Corporation against any penal action/other consequences of arising out of any non-compliance. The decision in case of violation shall vest with MD RSIC. Any default or dereliction or deviation shall incur penalty as determined in each case and also lead to termination of the contract or any other guideline(s) issued from time to time by the corporation / custom authority.

**1.5** The Contractor has submitted the bid after completely understanding the nature of contract, laws applicable and compliances required to be made.

*Signature of the Tenderer:* \_\_\_\_\_

## Chapter 2. BIDDING PROCEDURES

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### 2.1 Definitions

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

- 2.1.1** The term **CONTAINER** shall mean ISO/ DSO container used in international / domestic trade.
- 2.1.2** The term **CONTRACT** shall mean and include the notice inviting Tender, documents incorporating the Tender together with appendices, if any, terms and conditions governing the Contract and operations, general instructions, general and special conditions which may be added from time to time, acceptance of the Tender, work order and its acceptance and agreement to Contract.
- 2.1.3** The term **CONTRACTOR/ Transport operator (TO)** shall mean and include any person, firm or a body corporate with whom the Contract been placed including their heirs, executors, administrators, successors and their assigns as the case may be.
- 2.1.4** 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.
- 2.1.5** The term **ASSISTANT GENERAL MANAGER** shall mean the concerning executive officer of the Corporation designated as such.
- 2.1.6** The term **EVALUATION COMMITTEE** shall mean the committee constituted by the Managing Director to evaluate the Bids.
- 2.1.7** The term **ICD** shall mean the Inland Container Depot situated at SP-8, RIICO INDUSTRIAL AREA, Mansarovar, Jaipur
- 2.1.8** The term **MANAGER (ICD)** shall mean executive officer in charge of the ICDs.
- 2.1.9** The term **MANAGING DIRECTOR** shall mean the Chief Executive of the Corporation.
- 2.1.10** The term **PLACE OF OPERATION** shall mean the ICD premises within the boundary wall and also places where activities connected with the ICD are performed anywhere outside the boundary wall.
- 2.1.11** The term **SERVICES** shall mean the performance of any or all of the items of work enumerated in Chapter 3 'Description of Services' including such other additional operations as are indicated by the Manager (ICD) or any person authorised by him in this behalf.
- 2.1.12** The term **TENDERER** or **BIDDER** shall mean and include one or more persons or any firm or any company submitting the Tender in response to the NIT.

Signature of the Tenderer: \_\_\_\_\_

2.1.13 Words importing the singular only also include the plural and *vice versa* where the context requires.

2.1.14 TEU (Twenty Feet Equivalent Unit) shall mean the unit in which the volume of work shall be computed.

2.1.15 OWL shall mean one way loaded, OWE = One way empty, BWL = Both way loaded, OWE-OWL = One way empty & one way loaded, BWE = Both way Empty

2.1.16 CFS = Container Freight Station, DCT = Domestic Container Terminal, Port = Sea Port

## 2.2 General Bidding Procedures

### Instruction to bidders for online submission of e-tender

- 2.2.1 The bidders who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in>
- 2.2.2 Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per information technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt,(n) code etc or Government of Rajasthan e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate Contact No. 0141-4022688(Help Desk 10 AM to 6 PM on all working days) email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) Address: e-procurement cell, RISL, Yojana Bhawan, Tilak marg, C-Scheme, Jaipur.
- 2.2.3 Bidder shall submit their offer on-line in electronic formats both for technical and financial proposals; however DD/Banker Cheque for Tender Fees, Processing Fees and EMD should be submitted manually in the office of Tendering Authority (RSIC Ltd.) before scheduled date & time as mentioned in NIT. Scanned copy of DD should also be uploaded along with the online Bid.
- 2.2.4 Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- 2.2.5 Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
- 2.2.6 Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process.

*Signature of the Tenderer:* \_\_\_\_\_

**2.2.7 Bidders shall have to enter the documents in the “cover” as per the following order:-**

**(A) In the fee Cover(in PDF/jpg format)**

- a. Scanned copy of DD/Banker’s Cheque for tender document cost in favour of “The Rajasthan Small Industries Corporation Ltd.”, payable at Jaipur
- b. Scanned copy of DD/Banker’s Cheque for Earnest Money in favour of “The Rajasthan Small Industries Corporation Ltd.”, payable at Jaipur
- c. Scanned copy of DD Cheque for Processing Fees in favour of MD,RISL payable at Jaipur

**(B) In the Technical document cover (in PDF/jpg format)**

**Scanned copy (signed & sealed) of the tender document along with following supporting papers(except BOQ Sheet)**

- a) Experience Certificates issued by competent authority/authorities indicating the number of containers (TEUs) transported .
- b) A certificate from the Bankers about financial status and credibility showing the solvency position for minimum Rs.25, 00,000/- (Rupees Twenty Five lakhs).
- c) Constitution of the firm, if the Tenderer 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.
- d) Latest Income Tax Return along-with (audited) balance sheet, Profit & Loss Account, Cash-flow statements, Income and Expenditure Statements and audit report, if accounts are audited by a Chartered Accountant. In case of unaudited accounts, copy of latest Income Tax Return along-with unaudited balance sheet, Profit & Loss Account, Cash-flow statements and Income and Expenditure Statements for preceding two years.
- e) The annual gross turnover of the company/firm for the last two years certified by a Chartered Accountant.
- f) Details of trailer owned and possessed.
- g) Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by Central/State Government and/or any Public Sector Undertaking.
- h) Any other document showing the performance of the Tenderer.
- i) Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any Contract resulting therefrom.

**(C) Financial Cover(.xls format)**

The Bill of Quantity (BOQ) shall be upload after entering the rate in BOQ (Financial Bid) available with e-tender

Bidders shall enter name of the firm on BOQ Only

Bidders are requested not to edit or change any item or quantity.

Rates are to be filling only on BOQ (in .xls format) sheet only

***Note: The financial Bids of only those Bidders would be opened and considered who meet the criteria of eligibility.***

Signature of the Tenderer: \_\_\_\_\_



**Special Note:**

All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Corporation shall not be responsible for any inconvenience in website and No extension in deposition of Tender/bid shall be allowed for any bidder.

**Study of Local Conditions**

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

**2.3 Conditions governing Submission of Bids****2.3.1 Eligibility Criteria for the Tenderer**

- (i) The Tenderer must have 1 year experience in respect of Cargo / Containers transportation of 100 Teus in an year out of last 5 preceding years.
- (ii) The tenderer must have a positive net worth based on the latest completed financial year's Profit & Loss Account /balance sheet.
- (iii) The Tenderer must be of sound financial position and credibility showing solvency position (solvency for minimum 25 lakhs or above).
- (iv) The Tenderer must not have been blacklisted by Central/State Government and/or Public Sector Undertaking.

**2.3.2 Documents to be attached with the Tender:****The Tenderer must furnish the following documents/certificates along with the Tender:**

- a) Experience Certificates issued by a competent authority/authorities indicating the number of containers and cargo transported, confirming the experience required.
- b) A certificate from the Bankers about financial status and credibility showing the solvency position for minimum Rs.25 lakhs in the prescribed format annexure E.
- c) Constitution of the firm, if the Tenderer 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.
- d) Latest Income Tax Return along-with (audited) balance sheet, Profit & Loss Account, Cash-flow statements, Income and Expenditure Statements and audit report, if accounts are audited by a Chartered Accountant. In case of unaudited accounts, copy of latest Income Tax Return along-with unaudited balance sheet, Profit & Loss Account, Cash-flow statements and Income and Expenditure Statements for preceding two years.
- e) The annual gross turnover of the company/firm for the last two years certified by a Chartered Accountant.

*Signature of the Tenderer:* \_\_\_\_\_

- f) Details of Trailers/ Trucks owned and/ or possessed on the date of submission of the Tender:

S. No.	Equipment and Make	Year of Manufacture	Registration No.	Owned/ Leased/ Hired	Name in which Registered

- h) Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by Central/State Government and/or any Public Sector Undertaking.
- i) Any other document showing the performance of the Tenderer.
- j) Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any Contract resulting therefrom.
- l) A pay order / demand draft drawn in favour of RSIC of Rs,1,00,000/- (Rupees One lakhs) towards Earnest Money Deposit
- m) The Tenderer shall also provide the following information regarding his firm:
- i) 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).
  - ii) Summary of the primary business activities.
  - iii) Profile (qualifications/experience) of key senior executives.
- n) Every Tenderer shall state in the Tender his postal address fully and clearly. Any communication sent to the Tenderer by post at the given address shall be deemed to have reached the Tenderer in time.
- o) The Tenderer should truthfully furnish the information, documents and certificates in Technical Cover for determining technical competency of the Bidder to execute the Contract. Furnishing wrong or false information, documents or certificates shall render the Bidder ineligible and his EMD forfeited without prejudice to Corporation's right to seek any other remedy under law.

### 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 90 days from the last date of "submission of Tenders".

Any prospective Bidder cannot withdraw his offer.

Signature of the Tenderer: \_\_\_\_\_

#### **2.3.4 Confidentiality**

Any material contained technical 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 in confidence and shall require that all those who have access to such material treat it in confidence. RSIC shall not divulge any such information unless the Bidder authorises this in advance in writing.

#### **2.3.5 Changes to Submitted Offers**

Any alteration, modification or change in the offers is not allowed.

#### **2.3.6 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 authorised nominee. Only the Tenders 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 Tender shall state in what capacity he or they are signing the Tender 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 Tender 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 Tender. 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 Tender 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 Tender. 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 Tender form or any documents forming part of the Tender 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 Tender, fails to produce the said power of attorney, his Tender shall be liable to summarily 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. or in case of limited company the copy of resolution authorizing.
- 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.

*Signature of the Tenderer:* \_\_\_\_\_

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

### **2.3.7 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.

### **2.3.8 Opening of Offer**

Cover No. 1( A& B i.e fee & Technical document cover) will be opened at **4 PM on 19.10.15**, in the presence of Bidders who choose to attend.

***The financial Bids of only those Tenders would be opened and considered who meet the criteria of eligibility and overall competence as prescribed in this Tender Document.***

### **2.3.9 Rejection of Bids**

Offers submitted by companies 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.

## **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 Non-Responsive Bids**

In the first stage, RSIC shall review the offers to determine whether they satisfy the eligibility criteria as regards technical competence, financial resources to undertake the job, etc. on the basis of Details of eligibility documents required to be given as per Chapter 2. The decision relating to technical competence of the Bidder will rest with RSIC and would not be called into question.

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) The offer is not accompanied by Earnest Money Deposit as required under provisions of Clause 2.10
- c) The offer is not in accordance with the formats specified in the Tender Documents.
- d) Does not contain the required information as specified in this Tender Document.
- 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.

*Signature of the Tenderer:* \_\_\_\_\_

- g) The Bids are incomplete or conditional.
- h) Does not meet the eligibility criteria laid down in Chapter 2 of this Tender Document.

#### **2.4.2 Criteria for Evaluation of Financial Bids**

In the second stage financial Bids of the Bidders shall be considered. The financial offers shall be ranked on the basis of maximum revenue generation for RSIC as per financial bid i.e. minimum % offered by the tenderer in the financial bid, which is % age desired by the contractor out of the total revenue generated from short lead transportation activities.

The tender floated is on revenue sharing model

- 2.4.3 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.

#### **2.4.4 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.

#### **2.5 Acceptance of Tender**

- i) The authority for acceptance of the Tender documents will not rest with the Competent Authority of the Corporation who does not bind himself to accept the lowest or any other Tender, nor does he undertake to assign reasons for his decision in this matter.
- ii) Acceptance of the Tender will be communicated by E.Mail/fax/telegram/letter which would be deemed to conclude the Contract.
- iii) The Tender documents in which the Tender is submitted by a Tenderer shall become the property of RSIC and RSIC shall have no obligation to return the same to the Tenderer.
- iv) Canvassing in connection with the Tender is strictly prohibited and the Tender submitted by the Tenderer who resorts to canvassing will be liable for rejection.
- v) On acceptance of the Tender, the name of accredited representative(s) of the Tenderer, who would be responsible for taking instruction from RSIC, shall be communicated to RSIC.

#### **2.6 Execution of Contract Document**

The Tenderer whose Tender is accepted shall be required to appear at the Corporate Office of RSIC in person or, if the Tenderer is a firm, Company or a Corporation, a duly authorised representative shall so appear and execute the all Contract documents and complete formalities within thirty days of the date of issue of communication from RSIC before starting the work. Failure to do so shall constitute a breach of the Contract concluded by the acceptance of the Tender.

*Signature of the Tenderer:* \_\_\_\_\_

## **2.7 Period of Contract**

- i) At the initial stage, the Contract shall be awarded for a minimum period of two years or determination of custodianship of the Corporation, whichever is earlier, from the date of commencement of the work by the Contractor or such other date as may be mutually agreed upon.
- ii) The Contract may be extended for one more year on mutual consent of both the parties. It will be obligatory on the part of the Contractor to continue to work on the same terms and conditions as the initial Contract even beyond the Period of Contract for at least three months or till a new contract is finalised whichever is earlier.
- iii) In the event the Contract is terminated by the Corporation for any reason earlier to the period specified above the Period of Contract shall be deemed to be for the time during which it remains validly in force.

## **2.8 Volume of Work**

- i) No definite quantum of work can be guaranteed. The description of the work given in Chapter 3 or in these terms and condition is only illustrative and not exhaustive. It shall not be the cause of any dispute about the nature and extent of the operations. The nature and extent of the work is and shall remain subject to variations and adjustments depending upon the actual requirements. Any variation, addition and/or omission in the items of the work to be actually carried out shall not form the basis of any dispute and shall not give rise to any claim of compensation.
- ii) The volume of traffic may fluctuate (increase or decrease) for any reason and the Contractor should note that no claim for compensation arising directly or indirectly out of such fluctuation in the volume of traffic to be transported during the currency of Contract shall be entertained.
- iii) No assurance is also given about any item of work at any time during the currency of the Contract. Mere mention of any item of work in this Tender does not by itself confer a right on the Contractor to demand that the work related to all or any item thereof should necessarily or exclusively be entrusted to him. It be clearly understood that no guarantee is given that all the items of the work given in Chapter 3 will be required to be performed by the Contractor.
- iv) The Corporation will also have the right to make panel of one or more Contractors for any or all the Services or to divide the work in between such Contractors in any manner that the Corporation may decide and no claim shall be against the Corporation by reason of such division of the work.

## **2.9 Status of the Contractor's Authorised Signatory**

- i) The Contractor shall nominate a person in whose hands the management and control of the work relating to the Contract during the tenure of the Contract would lie. The person so nominated shall be deemed to have power of attorney from the Contractor and the Contractor shall be bound by his/her acts and representations in all respect.
- ii) The Contractor shall not, during the currency of the Contract, make without the prior approval of the Corporation, any change in the constitution of the firm as declared by him in the Tender. The Contractor shall notify to the Corporation the death/resignation of the partners/directors immediately on the occurrence of such an event. If the Contractor fails to notify such an event or the Corporation do not approve the change in the constitution of the firm, the Corporation shall have the right to terminate the Contract and get work done by any other company at the cost, risk and responsibility of the contract.

*Signature of the Tenderer:* \_\_\_\_\_

## **2.10 Earnest Money Deposit**

- a. The Tender shall be accompanied by an Earnest Money Deposit of **Rs 1,00,000/- (Rupees one lacs)** without which the Tender will not be considered. The amount should be deposited through bank draft/banker's cheque drawn in favour of "The Rajasthan Small Industries Corporation Limited" payable at Jaipur. The bank draft / banker's cheque should be placed in a Cover No. "A". The Earnest Money is towards the undertaking by the Bidder that the Bidder will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to RSIC.
- b. The Earnest Money in respect of those Bidders who are not taken as qualified on the basis of "Eligibility Criteria" will be returned. The "Financial Bids" will also be rejected without opening. The Earnest Money will be refunded to other unsuccessful Bidders as soon as possible after decision on Tenders and award of Contract to the successful Bidder. For the successful Bidder, the Earnest Money deposited by him will be adjusted against Security Deposit.
- c. The Earnest Money will be forfeited in the following cases without prejudice to any further rights or remedies in this regard:
  - i) When the Bidder withdraws or modifies the offer.
  - ii) When the Bidder does not execute the agreement within the specified period.
  - iii) When the Bidder does not deposit the Security Money after the Contract is given.
  - iv) When bidder fails to commence contract within specified time.
  - v) When bidder breaches any provision of contract clauses.
- d) No interest will be payable on the Earnest Money Deposit in any case.

## **2.11 Security Deposit:**

- i) The successful Bidder shall furnish a Security Deposit of **Rs 300000/- (Rupees three lacs)** before commencement of contract, failing which the Earnest Money Deposited mentioned above will be forfeited in full and the Contract shall be liable to be cancelled at his risk and cost subject to such other remedies as may be available to the Corporation under the terms of the Contract. This amount shall be deposited with the Corporation in the form of a bank draft, drawn in favour of "The Rajasthan Small Industries Corporation Limited" payable at Jaipur. The Earnest Money will be adjusted against the Security Deposit.
- ii) If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Contract and a fresh Security Deposit will be required to be furnished.
- iii) The amount of Security Deposit may be increased or decreased by the Managing Director at any time during which the Contract remains in force on the grounds of unexpected rise or fall in the business, quality of the Services rendered by the Contractor, inadequacy of the Security already deposited or on any other ground which makes the increase or decrease in amount of Security Deposit necessary.

*Signature of the Tenderer:* \_\_\_\_\_

- iv) Any amount of dues of the Corporation standing against the Contractor shall be deducted from the Security Deposit, or from any other amount payable to the Contractor, 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 Contractor under this or any other contract with the Corporation. Should that sum, also be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Corporation on demand the remaining balance due.
- v) Whenever the Security Deposit falls short of the specific amount, the Contractor shall make good the deficit so that the total amount of the Security Deposit shall not at any time be less than the specified amount.
- vi) The Security Deposit may be forfeited if the Contractor leaves the Contract before the expiry of the Period of Contract 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 Contract or for any other reason by which he renders himself persona *non grata* for the Corporation.
- vii) The Security Deposit shall be refunded to the Contractor six months after the successful completion of the Contract and issuance of a “No Dues Certificate” by the Manager (ICD). However, even if there is any delay in refunding the Security Deposit, the Contractor will not be entitled to any interest.
- viii) 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.

Signature of the Tenderer: \_\_\_\_\_



### **Chapter -3 Scope of Services:**

This Chapter gives a brief description of the Services to be provided, various operations to be performed, quality of the Services to be rendered, other conditions pertaining to the Services, duties and responsibilities of the Contractor, etc.

#### **3.1 Functions of Contractor**

3.1.1 All the functions under this tender shall be performed by the Contractor for and on behalf of the Corporation in the capacity as an agent thereof in accordance with the instructions and guidelines of the Corporation:

- a) To arrange suitable type of road vehicles for transportation of containers & cargo, and carry the same in safe and sound condition to/ from the ICD.
- b) To complete all the formalities and perform incidental services required on the way during transit on behalf of the Corporation. Any demurrage wharfage or any other charges made or levied by any authority on the way shall be borne by the Contractor himself and no extra remuneration or amount shall be payable to him in respect thereof. However, if any such charges, penalty or levy is made in the circumstances beyond the control of the Contractor, his claim for reimbursement of such charges may be considered. In this regard the decision of the Managing Director will be final.
- c) To place the trailer/container at the specified place on its arrival in the ICD either in mounted condition or after dismounting.
- d) In case of any damage to the seals, locks on container or any pilferage, theft during transit or suspicion of the same, the Contractor shall follow the procedure as required by the Customs or other competent authorities

**3.1.2. The scope of work** indicated in the paras is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of traffic.

3.1.3. The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Tender Accepting Authority of RSIC., whose decision in the matter shall be final and acceptable to the tenderer /contractor.

3.1.4 ICD / Jaipur is one of the important ICDs in the country under management of “The Rajasthan Small Industries Corporation Ltd ( RSIC/ Rajsico). Under this tender document the contract to be awarded pertains to activities of “Short Lead Transportation” of containers. The contractor to be appointed referred to as the TO (Transport Operator) hereinafter, shall be responsible for performing the work of arranging transportation of containers by road, as per details given in this Chapter. It is, however, clarified that the scope of work indicated here is only a guide.

*Signature of the Tenderer:* \_\_\_\_\_

## **3.2. BRIEF DESCRIPTION OF THE WORK**

### **3.2.1 SHORT LEAD ROAD TRANSPORTATION**

#### **LOCAL TRANSPORTATION OF CONTAINERS BETWEEN ICD AND SHIPPERS'/IMPORTERS' PREMISES**

##### **ST-1. MOVEMENT OF CONTAINERS FOR EXPORT STUFFING AT FACTORIES (ONE WAY EMPTY-ONE WAY LOADED i.e., OWE-OWL):**

The TO shall provide suitable Road Trailers at ICD for loading empty containers onto them; move empty containers on trailers from ICD to factories for stuffing; position the Trailers with containers at the nominated places at the factories; open the doors; arrange the doors to be closed after stuffing of containers; move the loaded containers back to ICD after sealing of containers with Excise/Customs/CONCOR/Shipping-Line seal, if provided for; and position the trailers at the nominated places in ICD for unloading of containers.

##### **ST-2. MOVEMENT OF CONTAINERS FOR IMPORT DE-STUFFING AT FACTORIES (ONE WAY EMPTY-ONE WAY LOADED i.e., OWE-OWL):**

The TO shall provide suitable Road Trailers for movement of import loaded containers from ICD to factory for de-stuffing there; position the trailers with containers at the nominated places at the factories; arrange for opening of doors of containers after verification of intactness of seals by consignees; close the doors of containers after de-stuffing; move the empty containers back to ICD; and position the trailers at the nominated places for unloading of containers.

(i) Though OWE-OWL/OWL-OWE ( One way empty – one way loaded/ One way loaded- one way empty) are the general pattern of movement of containers, sometimes there may be a mismatch i.e. BWE (Both Way Empty); or a perfect match of BWL (Both Way Loaded) movements. The Transport Operator provides the road trailer for Road Transportation of containers to / from ICD for both factory stuffing / factory de-stuffing. In some rare cases, there could be one way loaded movements also.

(ii) BWL will be defined as a movement wherein the Contractor is issued a Job Order to deliver a container for Factory Destuffing (FDS) to a certain customer's premises, get the same destuffed through arrangements done by the customer and picks up the same container after its being stuffed as in case of FS (Factory Stuffing) containers, provided that the destuffing and stuffing premises are within a radius of 5 kms.

### **3.2.2 ADDITIONAL TRANSPORTATION CATEGORIES**

The TO should also provide the following transportation services:- Movement of OWL at different locations which shall include cargo transportation on truck/trailer also .

From ICD/ Rajsico/ Sanganer to

1. Kanakpura, Jaipur
2. Mandavrya, Kishangarh
3. Sanganer/ CRT, Jaipur
4. or any other location

*Signature of the Tenderer:* \_\_\_\_\_

### **3.3 DETENTION OF TRAILERS AT ICD**

No detention charges shall be payable to the TO if trailers pertaining to the fleet of local transportation are idling for want of demand for factory stuffing/de-stuffing, breakdown of handling equipment, or for any other reasons.

### **3.4 MONITORING OF TRAILER MOVEMENT & KEEPING RSIC/SHIPPERS/IMPORTERS INFORMED.**

The TO shall develop systems to keep a track of all the trailers moving between ICD & RAIL HEAD & Factories. Daily reports indicating all the relevant details in the format prescribed by CONCOR in a manner specified by Terminal Manager/Depot In charge - shall be sent.

### **3.5 Unsatisfactory Performance and Consequences Thereof**

3.5.1 The following shall constitute unsatisfactory performance under the Contract:

- a) above define the parameters of acceptable level of Services expected to be rendered by the Contractor. Any levies on the counts mentioned in required paras would tantamount to unsatisfactory performance. Further, depending on operational and commercial requirements, RSIC shall be free to determine, from time to time, the additional levels of satisfactory performance for various activities, which will be required to be carried out as fulfilment of this Contract. The Contractor shall at all times ensure that his performance is satisfactory and is in accordance with the parameters laid down, failing which RSIC shall be at liberty to get the affected work done through any other agency, at the risk and cost of the Contractor.
- b) Failure of the Contractor to accept any job orders on any day will amount to a serious failure under the Contract for which RSIC may levy penalties up to Rs 5,000/- (Rupees Five Thousand) per day. In the event of such failure, the Corporation shall also be entitled to get the job-order done by any other agency at the cost and risk of the Contractor.

3.5.2 In the event of unsatisfactory service or any other failure at any time on the part of the Contractor to comply with the terms and provisions of this Contract to the satisfaction of RSIC (who shall be the sole judge and whose decision shall be final), the Contractor may be liable to be fined up to Rs 5,000/- (Rupees Five Thousand) on every single occasion on the sole discretion of RSIC. Further more in case of repeated failures/unsatisfactory performance on the part of the Contractor it shall be open for RSIC to terminate this Contract by giving a 7-day notice. In the event of such termination of the Contract, RSIC shall be entitled to (i) forfeit the Security Deposit as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary and (iii) recover from the Contractor any extra expenditure incurred by RSIC in getting the work done and damages which RSIC may sustain as a consequence of such action.

3.5.3 The Contractor may be liable to be fined up to Rs 5,000/- (Rupees five thousand) on each occasion at the sole discretion of RSIC for any lapses, misconduct on the part of his employees, servants or workers in day to day operations and such fines will be recoverable from the bills of the Contractor.

3.5.4 In case of a failure by the Contractor to carry out the job orders issued to him RSIC may go in for alternative arrangements at market rates and debit the Contractor in addition to the above penalties.

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3.5.5 If the expenditure incurred in accordance with the above Sub-Clauses is more than the Security Deposit, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from money due to the Contractor by RSIC under this or any other contract or otherwise. The Contractor shall have no claim whatsoever against RSIC in consequence of such recoveries or termination of the Contract as stated above.

3.5.6 Notwithstanding anything contained herein above due to reasons beyond control of the Contractor e.g. riots, violence, calamities, fires etc. covered in the preview of "force majeure", the Managing Director is empowered to consider waiver of above penalties either in part or full at his sole discretion as provided in Sub-Clauses. In this regard, the decision of the competent authority of the Corporation shall be final which will not be arbitral.

### **3.6 Conditions for Transportation of Containers**

3.6.1 The Contractor shall exercise all care and precaution while transporting containers to avoid any damage or loss to the containers or cargo at any stage irrespective of the mode of transportation or handling. The Contractor shall be responsible for safety of the containers and cargo while in his custody failing which RSIC shall be at liberty to invoke the security deposit by the Contractor. The Contractor shall not receive and transport any container whose original seals have been tampered with or whose contents appear to have been damaged/pilfered and will always act only on instructions of the Manager (ICD) in such cases.

3.6.2 When being transported by road, containers are subjected to forces and vibrations arising from braking, cornering, accelerations, road surface and wind. In order to prevent any movement of the container relative to the carrying vehicle, which might lead to injury to personnel or damage, the containers shall be supported and secured during transport as under:

The container shall be supported on the road vehicles on all four bottom corner fittings or by the intermediate load transfer areas in the base structure.

- i) The position of the securing devices shall be readily apparent;
- ii) The correct positioning of all securing devices shall be checked before placing containers onto or removing them from carrying vehicles;
- iii) Any intermediate securing devices shall be retracted or removed; and
- iv) Before the vehicle is moved and during transport the securing of the container shall be checked.

3.6.3 The Contractor shall ensure immediate replacement of a vehicle on its being involved in an accident, mishap, detention and/or impounding by concerned authorities, becoming out of order or road unworthy, etc for transportation of containers. In such eventualities, the Contractor shall inform the Manager (ICD) in writing without any loss of time. In case he fails to promptly substitute it by another vehicle in good working and presentable condition and in case alternative arrangements are made by RSIC for the transportation of containers, it will be at Contractor's risk and cost till a suitable replacement is provided him. The decision of RSIC as to the extent of expenditure incurred and/or loss sustained by RSIC in this regard shall be final and binding on the Contractor. RSIC shall have the right to recover such expenditure and loss as sustained by it and RSIC shall recover the same from the Contractor. In this regard the decision of authorised officer of the Corporation shall be final.

*Signature of the Tenderer:* \_\_\_\_\_

- 3.6.4 In case of Contractor's vehicle getting damaged whether by way of accident or due to any other reason whatsoever, it shall be his responsibility to get the same repaired at his cost and expenses, and RSIC shall not be liable either for the expenditure incurred by him on the repairs and/or on replacement of spare parts of such vehicles or in any other manner whatsoever.
- 3.6.5 In case of an accident in transit or for any other reason, if a container needs to be transhipped on to another vehicle/chassis en route, the transshipment shall be carried out by the Contractor at his cost and risk. The Contractor shall also be liable to pay the compensation/claim in respect of short deliveries, if any, occurring due to such mishaps.
- 3.6.6 The Contractor shall have to pay, at his cost all types of taxes as per the Indian Motor Vehicles Act, statutory provisions, octroi duty or any other levies imposed by Central Government or different State Governments, local bodies etc. from time to time. The octroi duty payable on value of goods (wherever applicable as per law of the land) will be paid by him (Contractor) and will recover from consignor/consignee, as the case may be, directly.
- 3.6.7 The tractor-trailers should have necessary permits to move the containers/cargo across the interstate borders taking into account various traffic and other restrictions imposed by the concerned State Governments. This, however, is only on indicative and not an exhaustive list of all the steps which the Contractor shall be required to take in order to fulfil his Contractual obligations safely, efficiently and expeditiously.
- 3.6.8** Notwithstanding anything contained hereinabove, due to reasons beyond the control of RSIC e.g. riots, violence, calamities, fires, strikes by employees of RSIC, lock outs, failure of electricity/machinery, non availability or inadequate availability of containers/cargo, RSIC shall have the absolute right to suspend handling/transportation on any day or number of days. In such a case, the Contractor shall have no right to claim from RSIC any compensation, damage, loss etc. whatsoever in connection with the suspension of work.
- 3.6.9 Before commencement of work the Contractor shall notify the Corporation about the condition of vehicles.  
Any claim arising out of the contract on account of the vehicles or employees deployed by the contractor will be to the account of the contractor and the contractor shall indemnify Corporation against any such claims.

The Contractor shall indemnify the Corporation against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

*Signature of the Tenderer:* \_\_\_\_\_

### **3.6.12 Transit Insurance**

It is advisable for contractor to take a suitable insurance policy for transportation and handling of containers, and also for allied activities/risk, if any. This is in the interest of the contractor to cover himself from risk involved in transportation of containers, Since this is a policy which protects the contractor, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of RSIC for fulfilment of this contract. RSIC however, will be recovering the value of any damage that has arisen while the containers were in the custody of the contractor, from contractor's bills /security Deposit / BG etc., irrespective of whether insurance policy has been taken by contractor or not.

### **3.7 Minimum Vehicles to be Provided by the Contractor**

#### **3.7. For Transportation**

- a) The Contractor shall deploy minimum 5 to 10 road vehicles for transporting loaded and empty containers and cargo; these are non encumbered vehicles and not required inside ICD, when there is no work
- b) If at any time, it shall appear to the Manager (ICD) that the number of vehicles deployed/present is insufficient for the work to be performed, the Manager (ICD) reserves the right to ask the Contractor to increase the number of vehicles required at 12 hours notice. It will be the responsibility of the Contractor to fulfil all job orders issued within the required time period.

3.7.3 The minimum number of vehicles required for proper performance of the work at any time shall be determined by the Manager (ICD) and his decision in this regard shall not be called into question by the Contractor.

### **3.8 Provisions for Vehicles**

#### **3.8.1 Road Vehicles**

- a) Road vehicles for transportation/stacking of containers would be in the form of tractor-trailer units each comprising of a prime mover and a trailer (chassis) fitted with container securing arrangements as stipulated below.
- b) Length of the chassis should be suitable for carrying one 40 ft container or two 20 ft containers. The container shall not project beyond the front or rear of the chassis.
- c) The vehicle shall have a sound body with proper registration and other relevant documents including pollution control certificate and these should be maintained as required by laws of the land from time to time.
- d) The road vehicles may be inspected by RSIC from time to time with a view to ensuring their proper maintenance, etc and the Contractor shall have to comply with all such requirements as may be necessary in this regard.
- e) All vehicles shall be comprehensively insured by the Contractor.

3.8.2 The Contractor shall pay (& bear) all levies, fees, taxes and charges etc. to the appropriate authorities and other bodies as required by them, under their rules for vehicles, trailers etc., employees or workers engaged by him. No claim in this behalf shall be entertained by RSIC.

*Signature of the Tenderer:* \_\_\_\_\_

- 3.8.3 The Contractor should possess and/or obtain required registrations and licenses for the operations of the vehicles issued by the competent authorities. The Contractor shall also ensure that the vehicles are operated by experienced and qualified operators/drivers as per the requirements of traffic authorities' dealings with various aspects of the laws of the land.
- 3.8.4 All arrangements for operations and maintenance inclusive of fuel, lubricants, operators & other requisite personnel, maintenance and repairs etc. of all road vehicles shall be made by the Contractor at his own cost.
- 3.8.5 No compensation shall be admissible to the Contractor in respect of the non-use or detention of any equipment or vehicle at any point of time during the Period of Contract.

### **3.9 Provisions for Staff**

- 3.9.1 The Contractor shall provide adequate number of trained supervisory staff movement of containers and performance of incidental services with utmost expedition. He shall provide such number of supervisors and persons as is determined by the Manager (ICD) and as considered necessary by him for efficient operations at all points and at all times.
- 3.9.2 Contractor shall be responsible for the proper and orderly conduct of his staff/workers whilst performing their duties as a part of this Contract and shall employ only such persons whose characters has been verified by police. He shall on demand, produce papers regarding police verification of any or all of his staff employed to work.
- 3.9.3 The Manager (ICD) shall be at liberty to object to and require the Contractor to remove forthwith from the terminal any person employed by the Contractor, if in the opinion of the Manager (ICD) such person is disobedient/insubordinate or misconducts himself, is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable and such person shall not be again deployed by the Contractor at the ICD without the written permission of the Manager (ICD). Any person so removed shall be replaced by a competent substitute. The decision of the Manager (ICD) shall be final and shall not be questioned on any ground whatsoever.
- 3.9.4 No employee of the Contractor shall receive any tips, reward, or any type of charges from any person in consideration for any services under this contract. On failure to comply with this stipulation by any employees of the Contractor, the Contractor shall be required to remove such employee(s) on receipt of a formal communication from the Manager (ICD) or his authorised representative.
- 3.9.5 The supervisors and all other employees of the Contractor shall be subject to the security regulations of the Corporation including search by the security personnel of the ICD at the time of their departure from the ICD complex.

*Signature of the Tenderer:* \_\_\_\_\_

### **3.10 Container Tracking**

The Contractor shall report the status of each container despatched from the ICD through fax, e-mail or any other means of communication from at least 2 transit points located on the route, at least once every day. The Contractor shall also inform about the arrival/ departure of each container to/ from ICD carried up To under the contract.

### **3.11 Duties and Responsibilities of Contractor not covered elsewhere**

- 3.11.1 The working hours of the ICD shall be decided by Customs/RSIC authorities , but the Contractor may be required by the Manager (ICD) to work on any day including a holiday and for any duration of time after the normal working hours as per requirements and circumstances or when the traffic so demands.
- 3.11.2 The Contractor shall abide by all the rules and procedures including all the directions laid down by the Corporation or Manager (ICD) on its behalf and/or the Customs and follow all the instructions given to him by the Manager (ICD) or any officer acting on his behalf and which are not inconsistent with the terms and conditions of the Contract. Decision of the Manager (ICD) or any officer acting on his behalf shall be final in the matters of proper performance of the operations.
- 3.11.3 All account books/papers and documents pertaining to the operations carried out in connection with the Contract whether prepared by the Contractor on his own or in pursuance of the instructions laid down in the Rules or Procedure of the ICD shall be open for inspections, audit and counter signature by the Manager (ICD) or any officer acting on his behalf including the Accounts and Audit Officers of the Accountant General of Rajasthan. The Contractor shall be responsible to produce the same at such time and place as may be directed by the Manager (ICD).
- 3.11.4 If the Corporation is made to give any guarantee of any kind to the Customs or any other agency, the Contractor shall be required to furnish, the same kind of guarantee to the Corporation, immediately.
- 3.11.5 The Contractor shall prepare and furnish details, documents, information etc as per the prescribed formats and at such intervals as directed by the Manager (ICD) or requested by ICD users for the betterment of the service rendered to the shippers through the ICD.
- 3.11.6 The Contractor shall always act and conduct himself in a business like manner in carrying out his activities.

*Signature of the Tenderer:* \_\_\_\_\_



**4.1 Liability of the Contractor for claims on the Corporation**

- i) The Contractor shall exercise all care and precaution and use proper transportation of various types of containers and consignments to avoid any damage and/or loss to any container and/or cargo at any stage. The Contractor shall be responsible for the safety of the container and cargo while in his custody. He shall deliver at the ICD the container received by him and loaded in the road vehicle or rail wagon at the loading points with seals intact and without any damage to the container. In case of any damage to the container and/or cargo the Contractor will be responsible to make good losses as per the survey report finalized in presence of shipping line/shipping agent, Manager (ICD) or his authorized representative and the Contractor's representative.
  
- ii) If a container is damaged during the course of transportation (irrespective of the mode of transportation) by the Contractor, he shall be liable to repair it to the satisfaction of RSIC and the owners of the container. In case RSIC gets the container repaired, the repair charges (in full) will be deducted from his monthly bills.
  
- iii) In case of any shortage or damage and/or loss etc to goods for whatsoever reason and cause while the same are in the custody of the Contractor at the time of transportation (irrespective of the mode of transportation) of the same, the Contractor shall be liable to make good to the Corporation the value of the goods including duty, penalties and fines as are leviable by the appropriate authorities for such shortage or damage or loss etc. In addition, if there is any reason for suspicion of collusion of the Contractor or his employee in such losses or damage the Manager (ICD) at his discretion may impose a penalty as deemed fit. The action taken by the Manager (ICD) will be final and binding on the Contractor.
  
- iv) The Contractor shall indemnify the Corporation against any loss, damage, destruction, or deterioration of cargo and/or containers on account of any delay in transportation of containers or any delay in delivery of cargo or due to any negligence or default on his part and/or on the part of his employees or due to failure of vehicle due to non-availability of adequate safety aids with his employees or due to pilferage of cargo by his employees or also due to carelessness, negligence, misconduct of his employees. Any payment made by the Corporation of damage/claims to the shipping lines/shipping agents/users on account against any loss, damage, destruction, or deterioration of cargo and/or containers shall be recovered from the Contractor. The Contractor shall pay on demand without any demur all claims met, and also litigation expenses, if any, incurred by the Corporation immediately. The Corporation shall have the right to deduct the amount of such loss from any sum (including Security Deposit) then due or may become due to the Contractor under this Contract. The decision of the Manager (ICD) shall be final and binding on the Contractor in this regard.

*Signature of the Tenderer:* \_\_\_\_\_

#### **4.2 Liability for Loss or Damage to Container and/or Cargo**

The Contractor shall be liable to compensate RSIC in full for all damages and losses and claims in respect of damage to container and/or cargo, 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. The intention of this clause is not to supersede any union law of law.

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

- i) The Contractor shall be liable to compensate RSIC for all damages and losses and claims in respect of injuries or damage to any person or material or physical damage to property belonging to RSIC, 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.
- ii) In case of damage to the property of the Corporation during any of the operations, the Contractor is liable for the cost of damage in addition to a penalty @ 10% thereon. The amount of damage will be deposited by the Contractor immediately failing which it would be recovered from his bills. The decision of Managing Director shall be final and binding on the Contractor in this regard.

#### **4.4 Liability for Labour and/or Personnel engaged by the Contractor**

- i) All labour and/or personnel employed by the Contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed.
  - ii) The Contractor shall not employ any person/labour below the age of 15 years. The Contractor shall indemnify the Corporation from and against all claims and penalties which may be suffered by the Corporation or any person employed by him by reason of any default on the part of the Contractor in complying with the provisions of the Employment of Children Act, 1938 or any re-enactment or modification of the same.
  - iii) The responsibility to comply with the provisions of the various labour laws of the country such as the Factories Act, 1948; the Payment of Wages Act, 1936; the Workmen's Compensation Act, 1923; the Employees Provident Fund Act, 1952; the Maternity Benefit Act, 1961; the Contract Labour (Regulation and Abolition) Act, 1970; the Payment of Bonus Act, 1965; the Payment of Gratuity Act, 1972; the Equal Remuneration Act, 1976 or any other Act to the extent they are applicable to his establishment/workmen, will be solely that of the Contractor.
  - iv) The Corporation shall be fully indemnified by the Contractor against all the payments, claims and liabilities whatsoever incidental or directly arising out of or in compliance to or enforcement of the provisions of the above said Acts or similar other enactment of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to his establishment/workmen.

*Signature of the Tenderer:* \_\_\_\_\_

- v) The Manager (ICD) shall have the right to deduct from any money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or deduction made from his or their wages, which are not authorised or justified by the terms of the Contract or non-observance of the Rules, Regulations and or by way of fulfilment of any obligations on the part of the Contractor for strict observance of the provisions of the aforesaid laws.
  
- vi) In case of any injury to any labour or other personnel engaged by the Contractor during his being on duty or at work, the Contractor shall provide adequate medical facility to such injured personnel and shall also pay an adequate compensation in terms of money or otherwise to the personnel or his family members, which will be decided by the Managing Director of the Corporation in consultation with the Contractor.
  
- vii) The Manager (ICD) shall allow the Contractor, his agents or representatives or employees to enter into the ICD premises for the sole purpose of rendering the Services for RSIC. The Contractor shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the Services. However, it is clarified that the employees of the Contractor shall be deployed in the operational areas only. The Contractor's employees without assigning job shall under no circumstances enter the ICD premises.
  
- viii) The Contractor should also furnish the details of employees engaged by him to the nearest police station. All the employees of the Contractor will be subject to the security check including search at the time of entry and departure from ICD. They shall also be required to sign in a register at the time of entry and departure. The Contractor shall ensure that all his employees, while on duty, are always in neat and clean and properly washed and ironed dress.
  
- ix) If the Manager (ICD) demands the Contractor for removal of any of his employees, the Contractor shall do so forthwith. The decision of the Manager (ICD) shall be final and binding on the Contractor. The Corporation shall in no way be liable for any consequences of such removal for which the Contractor will be fully responsible.
  
- x) In complying with the said enactment or any statutory modifications thereof the Contractors shall also comply with or cause to be complied with the labour regulation/enactment made by the Government of Rajasthan/Central Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and unauthorised deductions, maintenance of wage book or wage slip, publication of the scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of like nature.
  
- xi) The Contractor shall indemnify the Corporation against all claims and losses under various Labour Laws, Statutes and/or any other civil and criminal law in connection with employees deployed by him.

*Signature of the Tenderer:* \_\_\_\_\_

#### 4.5 Payment of Wages to Workers

The Contractors shall pay, not less than the minimum wages, to the workers engaged by him on either time rate basis or piece rate basis. The minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by the appropriate authority, from time to time. The Contractor shall maintain necessary records and registers like wage book and wage slip etc. Register of Unpaid Wages and Register of Fines and Deductions giving the relevant particulars.

#### 4.6 Deductions, Set-Offs, Penalties, etc. (in case of loss, damage, violation of discipline, etc.)

4.6.1 Any sum of money due and payable to the Contractor (including Security Money returnable to him) under this Contract may be appropriated by the Corporation and set off against any claim of money arising out of or under any other contract made by the Contractor with the Corporation.

4.6.2 For seeking any relief or waiving of liquidated damages under this Contract, the Contractor shall have to inform about the contingency at once. Decision regarding any relief or waiver of penalty may be taken by the Managing Director depending on the reasons and circumstances of each case.

#### 4.7 Payments to Contractor

4.7.1 The Contractor may also be asked to provide additional Services not specifically provided for in this Contract, for which the remuneration shall be payable at the rates as settled mutually. In the absence of an agreement being reached on the rates for such additional Services, the decision of Managing Director, RSIC or arbitrator so appointed will be final and binding and non-settlement of the rates for additional Services will not confer any right upon the Contractor to refuse to carry out or render such Services.

4.7.2 The remuneration of the contractor shall be, offered / quoted by the tenderer in financial bid (BOQ) in %age on revenue earned by RSIC from short lead Transportation of Containers (loaded/Empty)and/ or Cargo.

Remuneration of contractor will be computed as per formula given below:

Amount to be charged and received by RSIC on A/c of short lead Transportation of Cargo and container from its customers (x)... % Contractor remuneration quoted by Tenderer.

**Example :- In case as per tariff of ICD short lead Transportation charges of Cargo and Container are Rs 12000/- per Teu and the quoted % of Contractor remuneration is 90% then the Contractor remuneration will be  $\frac{12000 \times 90}{100} = 10800/-$ .**

*Signature of the Tenderer:* \_\_\_\_\_

- 4.7.3 Payments will be made on the basis of computation of payout in terms of Para 4.7.2 of this tender. The Contractor shall submit the bills to the Manager (ICD) in triplicate with its supporting documents. The certificate of the Manager (ICD) as to the sum payable to the Contractor, for the work carried out by him under the terms of the Contract, shall be final and binding on the Contractor.
- 4.7.4 The bills shall be prepared on fortnightly basis by the contractor and should be submitted along with supporting documents. Bill shall be settled for payment within week in ordinary course. Payment shall be made after deducting security amount, sales tax, income tax, service tax, penalties recoveries dues and other charges, if any. In case of delay in passing the bill up to 50% advance may be given to the contractor which may be adjusted on final payment of the bill.
- RSIC can reduce the payment cycle to lesser period, depending on mutual acceptance of contractor & RSIC. RSIC can also consider request for advance payment, but not exceeding 50%.
- 4.7.5 No interest shall be payable on the amount claimed in the bill for delay in payment or for any reason whatsoever.
- 4.7.6 In case of any dispute the decision of the Manager (ICD) and on his reference, the decision of the Managing Director shall be final.

#### **4.8 Termination of Contract**

- 4.8.1 The Contract shall terminate in the following cases:
- a) On expiry of its time period unless renewed in a proper manner.
  - b) If the Contractor has been declared insolvent, or going into liquidation or winding up his business.
  - c) If Contractor is found guilty of gross misconduct, malpractice or misbehaviour.
  - d) In case of continuous breach of the terms and conditions of the Contract, Rules or procedure or non-compliance of the instructions of Manager (ICD).
  - e) In case of unsatisfactory Services.
  - f) In the interest of the Corporation.
  - g) For any other reason mentioned in the terms and conditions as specified in this document.
  - h) If the Corporation ceases to be the Custodian under section 45 of the Customs Act, 1962.
  - i) If the Customs Department or other competent authority directs the removal of Contractor or termination of this Contract.
  - j) By invoking Exit clause 4.15
- 4.8.2 In case of Sub-Clause (a), (b), (c) of Clause 4.8.1, the Contract 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 Contract terminates on account of any default on the part of Contractor his Security Money Deposit will be forfeited, and work shall be got done through other parties at the cost and risk of the Contractor for the remaining period of the agreement.
- 4.8.3 The Contractor shall have no right to terminate the agreement under any circumstances. If contractor discontinues / closes the work before the expiry of the

*Signature of the Tenderer:* \_\_\_\_\_

agreement, the following penalties will be imposed on the Contractor by the Corporation:

1. Security Deposit Money will be forfeited
2. The Corporation will be entitled to get the work done from any other agency at the risk and cost of the Contractor for the remaining period of the agreement

4.8.4 The termination of the 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 Contractor in respect of any breach of any of the conditions of the agreement prior to its termination.

#### **4.9 Settlement of Disputes and Arbitration**

4.9.1 All disputes and differences arising out of or in any way concerning financial and /or accounting matters shall be referred within a period of 3 months and resolved by a dispute settlement committee constituted by the Managing Director for the purpose.

4.9.2 All disputes and differences arising out of or in any way concerning this Contract shall be referred to the Managing Director himself, herself or his or her nominees for the 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 has dealt with the matters to which the Contract relates and that in the course of his duties. As such arbitration shall be final and binding on the parties to the Contract. 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.

4.9.3 Any demand for arbitration in respect of any claim(s) of the Contractor shall be in writing and made within one year of the date of termination or expiry of the Contract or the arising of disputes or differences, failing which the claim(s) of the Contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the Contract.

4.9.4 The venue of arbitration shall be Jaipur.

4.9.5 The work, under the Contract shall, if not impossible continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

4.9.6 The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause.

4.9.7 The cost of Arbitration shall be borne by the parties as per the decision of the Arbitrator.

*Signature of the Tenderer:* \_\_\_\_\_

#### **4.11 Subletting not Allowed**

The Contractor shall not sublet, transfer or assign the Contract or any part thereof, without the previous written approval of RSIC. In case the Contractor contravenes this condition, RSIC shall be entitled to place the Contract elsewhere at the cost and risk of the Contractor and all expenses borne on this account shall be recovered from him.

#### **4.12 Deduction towards Income Tax at Source**

Deduction of Income Tax at source will be made from the moneys payable to the Contractor against the bills for the work done in accordance with provisions of the Income Tax Act, 1961 or any statutory modifications of the said Act, and a certificate of such deductions will be issued.

#### **4.13 Notice etc**

Save as otherwise provided, all notices to be issued and action to be taken for an on behalf of the Managing Director shall be issued or taken on his behalf by the Manager (ICD). The contractor 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 Contractor 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 cover of post or on the day on which they were delivered or left.

#### **4.14 General**

- 4.14.1 Any other matter not covered anywhere in these terms and conditions shall be decided by making a reference to the Managing Director and his decision shall be final in this respect.
- 4.14.2 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 Managing Director whose decision in the matter shall be final and binding.
- 4.14.3 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.
- 4.14.4 If it is necessary to institute any legal proceedings by any of the parties (the Corporation or the Contractor) the same shall have to be lodged in a court situated at Jaipur, Rajasthan and not elsewhere.

*Signature of the Tenderer:* \_\_\_\_\_

**4.15** EXIT Clause: Either of the party can foreclose the contract by giving 6 months notice, or payment of dues in lieu of notice period.

Exit shall be subject to settlement of dues, claims of Customs, Customers. The exit is also subject to clearance and settlement of dues of RSIC, including dues pending or / and accrue because of the contract in vogue.

**All terms and conditions contained in page 1 to 32 along with their sub-paras have been read carefully, understood and accepted.**

**Signature of the Tenderer**

*Signature of the Tenderer:* \_\_\_\_\_



**FINANCIAL BID**

(TO BE FILLED AND UPLOAD ON EPROC.RAJASTHAN.GOV.IN PORTAL IN .XLS  
FORMAT AVAILABLE ON eproc.rajasthan.gov.in)

Name of Bidder :- M/s .....		
<b><u>Name of Work: Short lead TRANSPORTATION OF ISO CONTAINERS AND CARGO AT INLAND CONTAINER DEPOT JAIPUR</u></b>		
<b><u>FINANCIAL BID</u></b>  <b><u>(SAMPLE)</u></b>  Quotation for contractor remuneration in % Short Lead Transportation of Containers / Cargo to be received/charged by RSIC from its customers in the following table:-		
<b>PRICE SCHEDULE</b>		
<b>Sl. No.</b>	<b>Particulars</b>	<b>Contractor Remuneration in %</b>
<b>1</b>	<b>2</b>	<b>3</b>
1	Short lead Transportation of Exim Containers (Loaded/Empty) & Cargo to & fro I.C.D as per scope of services mentioned in Chapter-3	.....%

Signature of the Tenderer: \_\_\_\_\_

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

Any person participating in a procurement process shall -

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

**Conflict of Interest :-**

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

A bidder may be considered to be in Conflict of interest with one or more parties in 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

*Signature of the Tenderer:* \_\_\_\_\_

- (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 \_\_\_\_\_

*Signature of the 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:

*Signature of the Tenderer:* \_\_\_\_\_

**Grievance Redressal during Procurement Process**

The designation and address of the Appellate Authority

**(1) Filing an appeal**

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

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

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

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

**(4) Appeal not to 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.

*Signature of the Tenderer:* \_\_\_\_\_

**(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 \_\_\_\_\_

*Signature of the 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 \_\_\_\_\_

*Signature of the 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.

*Signature of the Tenderer:* \_\_\_\_\_



**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 \_\_\_\_\_

*Signature of the Tenderer:* \_\_\_\_\_

**Annexure-E**

**Date -----**

**( To be submitted on the Letter-Head of the Bank)**

**We-----Bank do here by certify that  
M/s----- is maintaining  
current a/c at our Branch. The party have satisfactory performance  
with us. It can be considered good for normal business commitments  
up to Rs 2500000 (Rs Twenty five lakhs), as disclosed by them and  
the information and records which are available with us.**

**Signature and seal**

**of the authorized signatory of the Bank.**

Signature of the Tenderer:\_\_\_\_\_

**THIS DEED OF AGREEMENT is made on this .....Day of .....Two Thousand Fifteen at Jaipur City Rajasthan.**

1. The Rajasthan Small Industries Corporation Limited through its Secretary Ravi Agrawal, Udyog Bhawan, Tilak Marg, Jaipur hereinafter called RSIC or "the Corporation" of the one part" and

2. M/s .....through their -----resident of India hereinafter called "the Contractor" of the other part.

WHEREAS the Corporation has invited offer for short lead Transportation of ISO/ DSO containers and cargo at inland Container Depot, Sanganer, Jaipur.

AND WHEREAS the Contractor has submitted their offer.

AND WHEREAS the Contractor after considering the same was issued a Letter **vide No:** -----  
-----

NOW THIS DEED OF AGREEMENT WITNESSES AS UNDER:

1. That in consideration of covenant for the payment, the contractor hereby covenants with the corporation to render all services in relation to Short lead Transportation of Containers & Cargo to/ from ICD, Jaipur (Sanganer), including all other incidental operations/services as per the tender document.
2. The contractor further agrees to fulfil all the responsibilities of the contractor as per details of tender document.
3. That the corporation has agreed to award the work on the assurances given by contractor and in the belief that they have sufficient experience and capacity/ means to fulfil the works of the awarded contract and all the information provided is correct and nothing is false and misrepresented. In case any information is found incorrect by the Corporation, the Corporation will be free to terminate the contract forthwith without any prior notice and to recover all the damages from the Contractor. The Contractor further undertakes to submit on demand any further proof with regard to the information provided.
4. That the contractor will be solely responsible for the safe and proper Transportation and responsible for the damages caused to the containers also with regards to claims made from other concern arising out of negligence of Contractor.
5. That the contractor is to compensate and indemnity the Corporation as against all the claims of the owners of the containers, arising out of negligence of contractor.

*Signature of the Tenderer:* \_\_\_\_\_

6. That the contractor will have to complete all the formalities in a timely manner and in case the contractor fails to complete all the formalities in time and consequently fine, penalties are imposed or any action is taken, the contractor shall be solely responsible.
7. Both the parties has read, understood & agreed to all terms and condition as mentioned in tender document. Tender document, subsequent correspondence and thereafter letter of indent -----will also be part of this agreement.
8. That this agreement will remain in force for a period of **two years** with effect from the date of commencement of operation at **ICD Jaipur**. The period of the agreement can further be extended beyond **two years** on mutual consent of both the parties.
9. The contractor shall be solely and completely responsible for any delay while rendering services under the agreement as well as for any damage caused to any container arising out of negligence of the contractor while transportation of the same. No claim in this behalf shall be made against the Corporation.
10. Any demand for arbitration in respect of any claim(s) of the contractor shall be in writing and made within one year of the date of termination or expiry of the contract or the arising of disputes or differences failing which the claims of the contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the contract.
11. The venue of arbitration shall be Jaipur.
12. In case of any dispute Jaipur court alone will have jurisdiction.

IN WITNESSES whereof the parties herein have executed these presence and the day, month and year first hereinabove written.

For and on behalf of

For and behalf of

The Rajasthan Small Industries Corporation Ltd.

M/s.-----

Witnesses:

Witnesses:

1.....

1.....

2.....

2.....

*Signature of the Tenderer:* \_\_\_\_\_