

	<p>THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD. (A Government of Rajasthan Undertaking) Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302 005 Phone: 0141-2227079 Fax: 0141-2227257 Website: http://industries.rajasthan.gov.in/rajsico E-mail: rajsico@rajasthan.gov.in CIN- U91110RJ1961SGC001118</p>	
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Tender Document Cost: Rs 1,000/-+GST
In favour of Rajasthan Small Industries Corporation Ltd.

Processing Fees RS 1000+ GST In Favour of MD,RISL

**TENDER FOR
PROVIDING E-MARKETING SERVICES
OF
RAJASTHALI HANDICRAFTS**

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TENDER DOCUMENT SALE PARTICULARS

1. Serial number assigned to the Tender Document:
2. Date of Sale/Issue:
3. Name of the applicant to whom the Tender is sold/issued:
4. Full address of the applicant:

Signature of the Officer issuing
the Tender Document

Name:

Designation:

NOTES/INSTRUCTIONS:

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

Copy of NIT

	<p>THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD. (A Government of Rajasthan Undertaking) Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302 005 Phone: 0141-2227079 Fax: 0141-2227257 Website: http://industries.rajasthan.gov.in/rajsico E-mail: rajsico@rajasthan.gov.in CIN- U91110RJ1961SGC001118</p>	
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TENDER NOTICE

Seal bids are invited from reputed e-marketing services providers for providing e-marketing services for Rajasthali Handicraft Products on various leading E-marketing portals with 3 years maintenance services.

Last date of Bid Submission is 10-11-2020 at 1:00 PM and opening of Tender is 10-11-2020 at 3:00 PM.

Interested tenderer submit their bids only on eproc.rajasthan.gov.in. Details can be seen of tender on our official website: industries.rajasthan.gov.in/rajsico.

Managing Director

From:.....

To

SIGNATURE OF TENDERER WITH SEAL

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

Dear Sir,

Sub: E-Marketing Services for Rajasthali Products

1. Subject to the conditions given in the instructions for submission of the Bid and the general and special terms and conditions detailed in Chapter 1 to Chapter 5 of the Tender Document, I/We hereby Tender for development, updation and maintenance of website for e-marketing of handicrafts of Rajasthan at the rates indicated by me/us in the prescribed schedule in Annex -1.
2. 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 Documents.
3. The following certificates / documents are enclosed herewith:
 - a) Experience certificate from the competent authority certifying successful operation and implementation of the e-commerce related work(s) done by the bidder.
 - b) A certificate from bankers about financial status and credibility showing the solvency position.
 - c) A copy of the document in proof of the constitution of the firm (copy of partnership deed and registration certificate)/company (copy of incorporation certificate, Memorandum and Articles of Association).
 - d) Latest Income Tax Clearance Certificate in original / its copy attested by a gazetted officer.
 - e) Income and expenditure account and balance sheet of our firm for the last three years duly certified by a chartered

accountancy firm / audited annual report of company for the last three years.

- f) The details of other contracts, as per proforma at Clause 5.1.4(f) of the Tender Document.
 - g) Details of qualification and experience of personnel to be deployed by me/us for web port development and maintenance as per proforma at 5.1.4 (g) and 5.1.4 (h) of the Tender Document.
 - h) Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any Contract resulting therefrom.
4. I/We agree to keep this Tender open for a period of six months from the last date of submission of the Tender which would not be withdrawn before the expiry of the said period.
5. I/We do hereby declare that the entries made in the Tender and appendices attached therein are true.

Yours faithfully,

(Name and signature of the Authorised Signatory)

Encl: as above

1. BACKGROUND

Handicrafts of Rajasthan are renowned world over. It produces a wide range of hand crafted items like exquisite hand printed textiles, artistic wooden furniture, beautiful traditional paintings, intricate sandalwood carvings, attractive hand embroidered textiles, decorative metalware, terracotta, etc. The handloom range is equally impressive. The famous Kota Doria hand woven fabric has been given patent rights under Geographical Indications of Goods (Registration and Protection) Act.

Rajasthali's is the State Government agency are engaged in promoting handicrafts and handloom sectors for supporting income generating activities in villages.

Tenderer will provide emarketing services for Rajathali Products on E-makreting portal.

The broad objectives of the web portal are as under:

- Uploading/ Publish / Promote Products the Rajasthali Handicrafts on leading E-marketing portal.
- To incubate and promote village economies by exposing goods to a wider market at fair labour rates.
- Unified promotion of Rajasthali handicrafts.
- Simple interface that allows for order customization
- Online marketplace that also provides relevant information on the products and their background (i.e. craftspeople, culture, history, traditions involved in craft)
- Effectively link payment provider, parcel delivery service, and micro enterprise owner in a transparent end-to-end process with primary aim to benefit the poor craftspeople, weavers and artisans.
- Maintenance and up-datation of Rajasthali product catalogue on E-marketing portal regularly for 3 years

2. BIDDING PROCEDURES

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 **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.
- 2.1.2 The term **CONTRACTOR** shall mean and include any person, firm or a body corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their assigns as the case may be.
- 2.1.3 The term **CONTRACT RATES** shall mean the rates of payment accepted by the Corporation.
- 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 **EVALUATION COMMITTEE** shall mean the committee constituted by the Managing Director of RSIC to evaluate the Bids.
- 2.1.6 The term **MANAGING DIRECTOR** shall mean the Chief Executive of the Corporation.
- 2.1.7 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.
- 2.1.8 Words importing the singular only also include the plural and *vice versa* where the context requires.

2.2 General Bidding Procedures

2.2.1 Tender Document

Each prospective Bidder shall, on application, be issued one set of non-transferable Tender Document upon payment to RSIC of non-refundable fee of Rs 1,000/- (Rupees one thousand only).

2.3 Conditions governing Submission of Bids

2.3.1 Submission of Offers

- a) RSIC requires that the offers in response to this call to Bid and complete in all respects, be submitted by hrs (Indian Standard Time) on
- b) If the last date fixed for receiving Bids in the office happens or is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. This explanation will also apply in relaxation to other dates fixed for any purpose whatsoever.

2.3.2 Sealing and Marking of Offer

The Tender offer shall consist of two parts to be Technical and Financial on eproc.rajasthan.gov.in and marked as under:

- a) Part 1 of the Bid offer superscribed as, "Documents in support of Eligibility" and sealed in a separate cover containing the documents prescribed in Clause 5.1.4.
- b) Part 2 of the Bid offer superscribed as, "Financial Bid" and sealed in a separate cover. ***The Tender Document Set should be returned in original bearing signature of the Tenderer on each page along with the offer.***
- c) All the above two packets should be submitted on eproc.rajasthan.gov.in separately.
- d) The inner and outer covers shall be addressed to
Managing Director
The Rajasthan Small Industries Corporation Ltd
Udyog Bhawan, Tilak Marg
Jaipur 302 005
 - i) The outer cover shall bear the following identification in bold letters

"Bid for emarketing Services" and words
"Do not open before 10.11.2020 hrs IST on 3.00 PM"
 - ii) The outer and inner packets shall indicate the name and address of the Bidder to facilitate its return if the offer is received after the expiry of the appointed date and time for receiving the Bids.

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

2.3.3 Validity of Bids

- a) 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 6 months from the last date of “submission of Tenders”.
- b) Any prospective Bidder can withdraw his offer by giving notice in writing to the Managing Director, RSIC on any date prior to the date notified for opening the Bids.
- c) Whole of the Earnest Money Deposit will stand forfeited if the notice for withdrawal of the offer by any Bidder is received after opening of the Bid.

2.3.4 Confidentiality

Any material contained in Part 1 of the offer i.e. Documents in Support of Eligibility which is intended to be confidential must be marked as such by the Bidder. RSIC shall treat all such information in confidence and shall require that all 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 as submitted shall be sent in writing to the Managing Director before the last date and time notified for receipt of the Bids in response to this Tender invitation. No notice or change, alteration or modification shall be considered after that date.

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 proforma 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.
- d) The offer shall be free from any erasures and alterations, except those made pursuant to instructions issued by RSIC, or for correcting minor typographical errors which may inadvertently creep in while writing out the offer in the given format. Such corrections shall be signed by the person(s) signing the offer.
- e) The offer duly completed must be accompanied by supporting documents wherever required in the interest of uniform and objective evaluation of the offer.

2.3.7 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

The Bids will be opened at hrs (IST) on 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 and obtained minimum marks 60 in technical evaluation and presentation,

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. Total Marks for Evaluation is 100. 30 Marks for Technical Credentials, 20 Marks for Experience and rest 50 for presentation.

Note: Presentation of shortlisted Tenderer shall be made and financial bids of those bidders whose proposals are found fit as well as their technical bids in order shall be opened.

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. Details of eligibility documents is given in Chapter 5. The decision relating to technical competence of the Bidder will rest with RSIC and would not be called into question.

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

- a) Received after the date and time specified for "Submission"
- b) Not as per formats specified in the Tender Documents
- c) Does not contain the required information as specified
- d) The Bid Documents are not signed and sealed in the manner and to the extent indicated in the Bid documents
- e) The Bid and supporting documents show significant variation and inconsistencies
- f) The Bids are incomplete or conditional
- g) Does not meet the eligibility criteria which have been laid down.

2.4.2 Criteria for Evaluation of Financial Bids

In the second stage, the envelopes containing the financial Bids of the Bidders who have qualified shall be opened (in the presence of Bidders who wish to be present). The financial offers shall be ranked on the basis of the lowest rates offered.

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.

3. DESCRIPTION OF REQUIREMENTS

This Chapter gives a brief description of technical and functional requirements to be provided in Website etc.

3.1 Technical Scope

- a) Photography of Rajasthali Products
- b) Product Classification and with (Colour Chart & Colour Change) online Product for sale
- c) Creating Product Catalogue on E-marketing Portals
- d) Uploading/Publishing of Products on E-marketing Portals
- e) Warehousing of exhibited products for timely delivery.
- f) Costing, Pricing and getting e-order
- g) Executing order for delivery on time.
- h) Packaging the Products
- i) Courier Service/Shipment
- j) Billing and payment(Pre-Despatch)
- k) Feedback, Customer relations and Customer Services
- l) Dynamic Content Management system (CMS).
- m) Shopping Cart/Payment Gateway Integration for Online Transactions.
- n) Agency shall be responsible for Design, Content Development, uploading, HTML conversion for the proposed website.
- o) Detailed site statistics and nice visitor counter.

- p) Auto responder on e-mail.
- q) Digital Products Photography of the products provided by Rajasthali
- r) Beautiful, user-friendly & easy to navigate customized design.
- s) Prompt support via email / phone.
- t) Maintenance for 3 years.
- u) Trademark violation should be followed up for necessary action.
- v) Disaster recovery for e-mails.
- w) Time to time back up of e-marketing portals.
- x) SMS gateway integration.
- y) The agency shall tie up with e-payment gateway for its responsibility towards fraudulency, fraud management and charge back.
- z) Deploy at least two Technical Manpower at Rajasthali for executing the work

3.2 Functional Scope

Design Matrix – International Standards / appeal must be approved in 3 different product catalogue layouts. The final product catalogue must be initially in English and Hindi with provision of other languages viz. Spanish, French, German, Japanese and Hindi. Following functional areas must be incorporated:

- a) Rajasthalil Background
- b) Artisan Background
- c) Product Basket
- d) Quality Inspection certificate
- e) Shopping Cart
- f) Secure Payment Gateway Services in the name of Rajasthali for followings:
 - i) Master/VISA/American Express Credit Cards Transactions
 - ii) All type of Internet banking/Debit Card transactions
 - iii) Cash Card/ Mobile Payment transactions
- g) Shipping and Logistics
- h) Customer Feedback
- i) Provision for helpdesk
- j) To incorporate 'Corporate Social Responsibility'
- k) Assistance to Artisans
- l) Certifications regarding Child Labour as well as procurement / regulation of wood.
- m) Information about artisans and crafts of Rajasthan

3.3 Branding Scope

- 3.3.1 SEO – Search Engine Optimization with minimum visits hits guarantee, which should include:

- a) Keyword research to determine the most suitable search phrases used on search engines, to ensure that we are targeting the best possible phrases.
- b) Appropriate Meta tags for maximum visibility in search engines.
- c) Submission to all top search engines, directories & link pages.
- d) Creation of customized instructions so that search engines indexes all pages on the site properly.
- e) Continuous restructuring of Meta tags for maximum visibility in search engines.
- f) Ranking guarantee for a minimum of 50 specific keyword phrases, INCLUDING TOP RANKINGS ON PREMIUM KEYPHRASES ON ALL SEARCH ENGINES OF REPUTE LIKE GOOGLE, YAHOO, ETC.
- g) Quarterly reports.

3.3.2 International Branding options.

3.3.3 Point of display options.

3.3.4 Cross network display options within the Government of Rajasthan undertakings.

3.3.5 Offline promotions means and methods.

3.4 Eligibility Criteria

- a) The Tenderer should have average annual turnover equal to more than Rs. 50 Crore in last three years (Total of 3 Years).
- b) The Tenderer should have an experience of equal to or more than three years in emarketing services.
- c) Tenderers having ISO certification shall be given preference.

4. GENERAL CONDITIONS

4.1 Postal Address for Communication

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

4.2 Acceptance of Tender

4.2.1 The authority for acceptance of the Tender documents and tendered rates will rest with the Competent Authority of the Corporation who does

SIGNATURE OF TENDERER WITH SEAL

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not bind himself to accept the lowest or any other Tender, nor does he undertake to assign reasons for his decision in this matter.

- 4.2.2 Acceptance of the Tender will be communicated by fax/telegram/letter which would be deemed to conclude the Contract.
- 4.2.3 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.
- 4.2.4 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.
- 4.2.5 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 within two working days.

4.3 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 Contract documents within seven days of the date of issue of communication from RSIC and start the work immediately. Failure to do so shall constitute a breach of the Contract concluded by the acceptance of the Tender.

4.4 Status of the Contractor's Authorised Signatory

- 4.4.1 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.
- 4.4.2 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.

4.5 Period of Commissioning of e-marketing services work

e-marketing Services will have to be commissioned within seven days from the date of receiving or order. In case of delay liquidated damages will be charged as per clause 4.8.

4.6 Liquidated Damages

4.6.1 The time specified for the commissioning of the website in the tender form shall be deemed to the essence of the contract. In case of extension in the date of commissioning of the website with liquidated damages the recovery shall be made on the basis of the following percentages of value of job which the Tenderer has failed to complete:

- a) Delay up to one fourth period of the prescribed delivery period
2.5%
- d) Delay exceeding one fourth but not exceeding half of prescribe 5%
period
- e) Delay exceeding half but not exceeding three fourth of the 7.5%
prescribed period
- e) Delay exceeding three fourth of the prescribed period 10%

4.6.2 The maximum amount of liquidated damages shall be 10%

4.6.3 If the Tenderer requires an extension of time in commissioning the website on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the assignment order for the same immediately on occurrence of the hindrance but not after the stipulate date of completion of the assignment.

4.6.4 Completion date may be extended without liquidated damages if the delay in completion is on account of hindrance beyond the control of the tenderer.

4.7 Payments

4.7.1 The Contractor shall be paid remuneration for specified Services on the basis of rates quoted by him in his Tender and accepted by the Corporation subject to the terms and conditions of the Contract. 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 may be settled by mutual negotiation. In the absence of an agreement being reached on the rates for such additional Services, the decision of Managing Director, RSIC 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 Payments will be made through Rajasthali on fortnightly after verification of work jointly by In-charge, Rajasthali and OSD (HC) on the basis of bills submitted by the Contractor.
- 4.7.3 No interest shall be payable on the amount claimed in the bill for delay in payment or for any reason whatsoever.
- 4.7.4 In case of any dispute the decision of the Managing Director shall be final.

4.8 Deriving of Rates for Extra Services/Substituted Items

- 4.8.1 The rates for any new item of work or on substitution of an existing item by a modified item would be derived in the manner given below:
- 4.8.2 As far as possible the rate of a new item of work or part work would be derived from the existing rate of an item of work which is by and large of similar nature and shall be accepted by the Contractor.
- 4.8.3 The decision of the Managing Director, RSIC with respect to the rates for the extra/substituted items of work will be final and binding.

4.9 Termination of Contract

- 4.9.1 The Contract shall terminate in the following cases:
- a) If the Contractor has been declared insolvent, or going into liquidation or winding up his business.
 - b) If Contractor is found guilty of gross misconduct, malpractice or misbehaviour.
 - c) In case of continuous breach of the terms and conditions of the Contract. In case of unsatisfactory Services.
 - d) In the interest of the Corporation.
 - e) If the Corporation does not need his Services any more.
 - f) For any other reason mentioned in the terms and conditions as specified in this document.
- 4.9.2 In case of Sub-Clause (a), (b), (c) of Clause 4.19.1, the Contract will terminate summarily and no notice shall be required. In case of Sub-Clause (d) and (e) of Clause 4.19.1a short 7-day notice shall be given. In all other cases the Corporation shall give a 30-day notice.
- 4.9.3 The Contractor shall have no right to terminate the agreement under any circumstances. If he discontinues the work before the expiry of the agreement, 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.
- 4.9.4 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.

4.10 Arbitration

4.10.1 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.

4.10.2 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.

4.10.3 The venue of arbitration shall be Jaipur.

4.10.4 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.

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

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

4.11 Special Condition

The rates quoted to RSIC by the Contractor will be kept confidential and will not be made available to any third party.

4.12 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.

4.13 Deduction towards GST/Income Tax at Source

Deduction of GST/TDS/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.

4.14 Notice etc

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.

4.15 General

4.15.1 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.

4.15.2 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.

4.15.3 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.

4.15.4 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.

4.16 Insurance

All products published for online sale on e-marketing portals should be 100% insured from damage during transit or return of products. 100% Insurance will be provided by the tenderer.

4.17 Rajasthali Trademark

All products listed on e-marketing portal should be under trademark Rajasthali (Rajasthan Government Handicraft Emporium). Tenderer will ensure Rajasthali Trade mark will not be misused.

4.18 Legal Compliance

The Tenderer will liable to follow guidelines of Rajasthan Government and Government of India during providing e-marketing services and fully responsible for any misconduct of any law during contract.

4.19 Agreement

Agreement format will be provided and executed with successful tenderer within 15 days.

All terms and conditions contained in page 1 to 24 along with their sub-paras have been read carefully, understood and accepted.

5. CONTENTS OF THE BID

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

5.1 The Bidder should carefully examine the following requirement. He should truthfully furnish the information, documents and certificates in **Cover No.1, superscribed “Documents in Support of Eligibility”** 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. RSIC will also be at liberty to initiate legal action.

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

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

b) Summary of the primary business activities.

c) Profile (qualifications/experience) of key senior executives.

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

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

5.1.4 The Tenderer must furnish the following documents/certificates along with the Tender:

- a) Experience Certificates issued by a competent authority certifying successful operation and implementation of the e-commerce related work(s).
- b) A certificate from the Bankers about financial status and credibility showing the solvency position.
- 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 Clearance Certificate or its copy attested by a gazetted officer.
- e) The annual gross turnover of the company/firm for the last three years certified by a Chartered Accountant.
- f) List of e-commerce portals maintained/developed and running by the Bidder in the following format:

S. No.	Name of Client	Brief Description of Portal	Work done by the Bidder for the Portal

- g) Qualifications and experience along with PF deductions proof of personnel employed by the Bidder in his company:

Category	Designation	Name	Qualifications
Software Engineers			
Web Designers			
Emakreting Executives			
Copywriters			

- h) Qualifications and experience of personnel to be deployed by the Bidder for web portal development and its updation & maintenance for RSIC in the following format:

Purpose	Category	Designation	Qualifications	Experience	To be Deployed Full Time or Part Time
Web Portal	Software				

development	Engineers				
	Web Designers				
	Editors				
	Copywriters				
Emarketing Services	Engineers				
	Designers				
	Editors				
	Copywriters				

i) Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any Contract resulting therefrom

- 5.2 The proforma covering letter from the Tenderer should be signed after deleting the portion not applicable to the Tenderer.
- 5.3 The Bidder shall fill in his financial offer in the format at Annex – 1 in excel format available online at eproc.rajasthan.gov.in it in **Cover No. 2 superscribed “Financial Bid”**.
- 5.4 All the above packets should again be sealed in a single outer cover.

The inner and outer covers shall be addressed and marked as per Clause 2.3.2.

Annex - 1

SCHEDULE OF RATES

S. No.	Nature of Work	Rate in Rs Including GST
1.	Photography of Rajasthali Products, Designing Rajasthali Product Catalogue, Product Uploading, Pricing, Inventory Management, Artisan History etc on e-marketing Portal. Online Order Receiving/ Executive of Online Order/Delivery of Orders/ Receive Return Orders/Executive refund process/ Maintenance of Records/Break Even Inventory Management on e-marketing portal regularly on daily basis and Maintenance of Rajathali Catalogue on E-marketing Portals (Total for 3 Years)	

Place:

Signature and Name of the Authorised Person

Date: