

Expression of Interest

for

Handling & Transportation of Exim Custom Cargo at

Air Cargo Complex

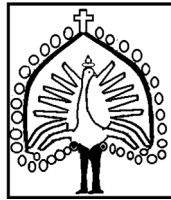
(Airport Terminal-I, Sanganer Airport, Jaipur)

A Unit of

The Rajasthan Small Industries Corporation Ltd.

(A Government of Rajasthan Undertaking)

EOI Ref. No	: RSIC/GAC/EOI/2019-20/29
EOI Publish Date	: 13-02-2020
Pre Bid Meeting Date	: 25-02-2020
Last Date of Submission of EOI	: 11-03-2020 at 1.00PM
Date of Technical Bid Open	: 11-03-2020 at 3.00PM
Tender Document Cost	: 1,500/-
Processing Fee	: 1,000/- in favor of MD RISL



- : Head Office : -

The Rajasthan Small Industries Corporation Ltd.

(A Government of Rajasthan Undertaking)

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

Phone: 0141-2227267 ✧ Fax: 0141-0141-2227257

Website: industries.rajasthan.gov.in/rajsico | e-mail: rajsico@rajasthan.gov.in

CIN U91110RJ196ISGC001118



NIT for Expression of Interest (EOI)

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
(A Government of Rajasthan Undertaking)
Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302 005
Phone: 0141-2227267 Fax: 0141-2227257
Website: <http://industries.rajasthan.gov.in/rajsico>
E-mail: rajsico@rajasthan.gov.in
CIN- U91110RJ1961SGC001118

NOTICE FOR E TENDER HANDLING & TRANSPORTATION OF CARGO

RSIC invites online competitive BIDS for Handling and Transportation of cargo at ACC, Jaipur. The Tender/Bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in. The interested bidders shall have to be enrolled/registered with portal of www.eproc.rajasthan.gov.in for participating in the Bidding process.

- Tender Document Download Start Date...13-02-2020 & Time 6:00 PM and
Download End Date 05-03-2020& Time 1.00 PM
- Pre Bid Meeting Date 25-02-2020 & Time 3.00PM
- Bid Submission Start Date 06-03-2020& Time 3:00 PM and
- Bid Submission End Date 11-03-2020 & Time 1.00 PM
- Bid Opening Date... 11-03-2020& Time 3.00 P.M

Tender shall be submitted along with earnest money and tender fees (including processing fee) separately. For details visit website: www.eproc.rajasthan.gov.in ; [sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) ; industries.rajasthan.gov.in/rajsico or contact: CAO(EIS) on 0141-2227859

Signature of Bidder _____



Terms&Conditions
(Two bid System-Technical & Financial)
Has to be put separately

1. The Tender Document is not transferable under any circumstances.
2. Tender shall be submitted online only through www.eproc.rajasthan.gov.in
3. No physical/offline Tender/bid shall be accepted
4. The Earnest Money of Rs. 4,80,000/- and Tender fee of Rs. 1500/- 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 of Rs. 1000/- (One Thousand only) in favour of MD RISL payable at Jaipur shall be submitted in the office of the CAO (EIS), Uydog Bhawan, Tilak Marg, C-Scheme, Jaipur up to schedule date and time.
5. The Corporation reserve right to cancel the BID without assigning any reason to the Bidder or anyone else.
6. The GST & other taxes payable if any, under the contract shall be paid by the Bidder
7. Conditional tenders and casual letters sent by the Tenderer will not be accepted.
8. Bidders are requested to read the instruction in the Technical Document/Bid before submitting the Tender/BID online.
9. The above terms & conditions of the Bids may also be seen on RSIC website: industries.rajasthan.gov.in/rajsico, sppp.rajasthan.gov.in and eproc.rajasthan.gov.in

Signature of the Tenderer

Signature of Bidder _____



Expression of Interest (EOI)
for
Handling & Transportation of Exim Custom Cargo at
Air Cargo Complex
The Rajasthan Small Industries Corporation Ltd.
(A Government of Rajasthan Undertaking)

Brief Profile:

The Corporation was incorporated on 3rd June, 1961 under the Companies Act, 1956. This is about 58 years old fully owned Public Ltd. Company of Govt. of Rajasthan.

- ❖ It plays a major role in promoting the handicrafts produced in the state. The Corporation assists the craftsmen by providing them the designs and facilities for marketing of the products. Rajasthali, its showroom, is an exclusive sales outlet with branches throughout India.
- ❖ RSIC provides raw materials – Iron & Steel and Coal to the SSI units.
- ❖ RSIC facilitates Trade industry by providing Export Infrastructure Services through its Inland Container Depot (ICDs) at Jaipur & Jodhpur as well as Air Cargo Complex at Sanganer Airport, Jaipur for International Export-Import Cargo.
- ❖ The Corporation is providing marketing assistance to the SSI units for its products – Steel Furniture, Tent & Tarpaulins, Desert Coolers, Polythene Bags, Barbed Wire and Angle Iron Posts.

About Air Cargo Complex:

The Air Cargo Complex (ACC) at Jaipur Airport was set up by RSIC in 1979 as a follow up measure of the recommendations of the Thirteenth Session of Scope and has been appointed as Custodian by Customs, Department of Revenue, Ministry of Finance, Government of India. Initially only a limited number of commodities were allowed for export and import through ACC, but since April, 1999, The ACC has been notified by the Central Government of Customs Clearance for all commodities for Export & Import.

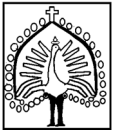
Since the date of establishment of ACC, we are committed to facilitate traders while exporting/importing of goods lying in all most all categories like precious & semi-precious gems & stones, electric/electronics goods, Perishable goods, Readymade Garment etc.

Expression of Interest (EOI):

Managing Director, The Rajasthan Small Industries Corporation Ltd. invites Expressions of Interest (EOI) for Operations, Marketing, Handling & Transportation at Air Cargo Complex, Terminal-I, International Airport, Sanganer, Jaipur.

Interested parties fulfilling the eligibility criteria may submit their Expression of Interest on or before last submission date at the following address, in the prescribed EOI document along with the requisite documents.

Signature of Bidder _____



The EOI document can be purchased from following address. The prospective bidder may also download EOI document from tender document section of our official website www.industries.rajasthan.gov.in/rajsico or sppp.rajasthan.gov.in

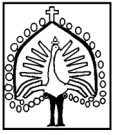
The duly filled in EOI may be submitted in a sealed envelope superscribing “**Expression of Interest for Handling & Transportation of Exim Custom Cargo at Air Cargo Complex.**” to the following address

**The Managing Director,
The Rajasthan Small Industries Corporation Ltd.
Udyog Bhawan, Tilak Marg,
C-Scheme, Jaipur-302005 (Rajasthan)**

Place : Jaipur
Dated :

Sd/-
Chief Accounts Officer (EIS)

Signature of Bidder _____



{

COMPANY LETTER HEAD

}

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

Subject: Submission of tender for Handling & Transportation of Exim Custom Cargo at Air Cargo Complex, International Airport, 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 Expression of Interest (EOI) Document and Annex to the EOI Document, I/we hereby submit tender for working as, Handling and & Transportation of Exim Custom Cargo Agent at Air Cargo Complex, International Airport, Jaipur for the remuneration as indicated in the 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 EOI Document.

Yours faithfully,

(Name and signature of the Authorised Signatory)

Tenderer's address:

Encl: as above

Signature of Bidder _____



Expression of Interest (EOI)

1. Introduction:

The Rajasthan Small Industries Corporation Ltd. is Govt. of Rajasthan undertaking, operating since 1961. In 1975 RSIC was accorded the status of a Public Limited Company.

- ❖ It plays a major role in promoting the handicrafts produced in the state. The Corporation assists the craftsmen by providing them the designs and facilities for marketing of the products. Rajasthali, its showroom, is an exclusive sales outlet with branches throughout India.
- ❖ RSIC provides raw materials – Iron & Steel and Coal to the SSI units.
- ❖ **RSIC facilitates Trade industry by providing Export Infrastructure Services through its Inland Container Depot (ICDs) at Jaipur & Jodhpur as well as Air Cargo Complex at Sanganer Airport, Jaipur for International Export-Import Cargo.**
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Since the date of establishment of ACC, we are committed to facilitate traders while exporting/importing of goods lying in all most all categories like precious & semi-precious gems & stones, electric/electronics goods, Perishable goods, Readymade Garment etc.

2. Current Proposal:

Managing Director, The Rajasthan Small Industries Corporation Ltd. invites Expressions of Interest (EOI) for Operations, Marketing, Handling & Transportation at Air Cargo Complex, Terminal-I, International Airport, Sanganer, Jaipur.

3. Eligibility Criteria:

- a) The Bidders eligible for participating in the qualification process shall be a single Business entity/Group of Companies/Proprietor/Partnership Firm. Any entity, which has earlier been barred by RSIC from participating in any tender being undertaken by RSIC, would not be eligible to submit a Bid, if such bar persists as on the Bid Due Date.
- b) The bidder should have experience of Handling & Transportation (H&T) / Customs Handling Agent (CHA) at any Indian Customs Port/Air Cargo Complex. (enclose supporting documents for reference)

Signature of Bidder _____



- c) Bidder/s shall have annual turnover not less than Rs. 1 crore (Rupees One Crore) and furnish a certified copy of the Annual report for the previous completed three years (audited balance sheet and profit & loss account) along with Bank particulars PAN, GST, Firm/Company registration number and other details regarding their organization;
- d) not be insolvent, in receivership, bankrupt or blacklisted by any Government Department;
- e) Not have a conflict of interest as may be prescribed and specified in the pre-qualification documents, bidder registration documents or bidding documents, which materially affects fair competition.
- f) The tenderer must have a positive net worth based on the latest completed financial year's Profit & Loss Account /balance sheet.
- g) The Tenderer must be of sound financial position and credibility showing solvency position (solvency for minimum 1 Crore or above).
- h) Any bidder participating in the bid shall have fulfilled his obligation to pay such of taxes payable to central government or the State government or any local authority as may be specified in the bidding documents, pre-qualification documents or bidder registration documents.

4. Abbreviations:

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

- The term **BIDDER** shall mean and include one or more persons or any firm or any company submitting the Bid.
- The term **CONTRACT** shall mean and include the notice inviting Bid, documents incorporating the Bid together with appendices, if any, terms and conditions governing the contract, general instructions, general and special conditions which may be added from time to time, acceptance of the Bid, and licence agreement.
- 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 assignees.
- The term **CAO** shall mean the "Chief Accounts Officer" of the Corporation designated as such.
- The term **EVALUATION COMMITTEE** shall mean the committee constituted by RSIC to evaluate the Bids.
- The term **INCHARGE** shall mean officer in charge of the Air Cargo Complex.
- The term **MANAGING DIRECTOR** shall mean the Chief Executive of the Corporation.
- The term **SBU HEAD** shall mean the concerning executive officer of the Corporation designated as such for EIS activity.

Signature of Bidder _____



- The term **PLACE OF OPERATION** shall mean the ACC premises within the boundary wall and also places where activities connected with the ACC are performed anywhere outside the boundary wall.
- The term **AGENT** shall mean and include one or more persons or any firm or any company submitting the Bid.

Words importing the singular only also will include the plural and vice-versa where the context requires.

5. General Bidding Procedure

5.1 Study of Local Conditions

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

5.2 Bid Documents

Each prospective Bidder shall, on application, be issued one set of non-transferable Bid Documents upon payment to RSIC of non-refundable fee of Rs 1000/- (Rs One Thousand only). The EOI & Documents can also be downloaded directly from RSIC's website www.industries.rajasthan.gov.in/rajsico as per the specified instructions indicated therein for the same. The cost of the tender form so downloaded shall be payable as a separate Cash Receipt / DD drawn in favour of "The Rajasthan Small Industries Corporation Ltd.", Jaipur and the same should be enclosed alongwith the form at the time of submission of the EOI by or before the due date.

5.3 Conditions governing Submission of Bids

5.3.1 Submission of Offers

RSIC requires that the offers in response to this call to Bid, complete in all respects, be submitted by due date and time. The offers received after due date & time will not be considered.

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

5.3.2 Sealing and Marking of Offer

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

- a) Part 1 of the Bid offer superscribed as, "**Technical Bid**" and sealed in a separate cover containing the documents showing technical eligibility. **The Bid Document Set should be returned in original bearing signature of the Bidder on each page alongwith requisite Demand Drafts for Tender Fee, Processing Fee and Earnest Money Deposit.**
- b) A certificate from the Bankers about financial status and credibility showing the solvency position for minimum Rs.1,00,00,000/- (Rupees One Crore) as per format as Annexure-3.

Signature of Bidder _____



- c) Part 2 of the Bid offer superscribed as, “**Financial Offer**” and sealed in a separate cover.
- d) Banker’s cheque or Demand Draft drawn on a bank situated at Jaipur towards Earnest Money should be sealed in a separate cover and marked as “Earnest Money Deposit”.
- e) All the above three packets should again be sealed in a single outer cover separately superscribed as “**Expression of Interest for Handling & Transportation of exim custom Cargo at Air Cargo Complex**”.

The inner and outer covers shall be addressed to:

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

Note: The financial Bids of only those Bidders who meet the criteria of eligibility and overall competence would be opened and considered. The authority inviting bid shall not be responsible for accidental opening of covers that are not properly superscribed and sealed.

5.3.3 Validity of Bids

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

5.3.4 Confidentiality

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

5.3.5 Format and signing of the offer

- a) The Bidder shall prepare and submit one complete set of the offer in English. The offers shall be filled in indelible ink and each page shall be signed by the Bidder himself or his authorised nominee. The Bids filled in prescribed Performa issued from this office, duly authenticated by the competent authority The Tender Form & Documents can also be downloaded from <http://sppp.rajasthan.gov.in> or RSIC’s website industries.rajasthan.gov.in/rajsico as per the specified instructions indicated therein for the same. The cost of the tender form so downloaded shall be payable as a separate Cash Receipt / DD drawn in favour of “**The Rajasthan Small Industries Corporation Ltd.**”, Jaipur which should be enclosed with the form at the time of submission of the tender by or before the due date. Tender complete in all respects will be considered.

Signature of Bidder _____



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

5.3.6 Offer Preparation Costs

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

Signature of Bidder _____



5.3.7 Earnest Money Deposit

All Bidders must be accompanied by Earnest Money Deposit (EMD) should be in the form of Demand Draft drawn in favour of The Rajasthan Small Industries Corporation Ltd. On any scheduled bank payable at JAIPUR. Each bid shall be accompanied by refundable EMD of Rs. 4,80,000/- (Four Lacs Eighty Thousand only). Bids not accompanied with EMD shall be summarily rejected.

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

The EMD shall be forfeited in the following cases:

- a) If the Bidder withdraws his Bid during the interval between the Bid Due Date and till the date of finalization of successful bidder.
- b) If the Successful Bidder fails to comply with the conditions stipulated in Expression of Interest (EOI) within the stipulated time or any extension thereof provided by RSIC; and
- c) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

5.3.8 Performance Security

- i) The successful Bidder shall furnish a Security Deposit of Rs 12,00,000/- (Rupees Twelve lacs) before commencement of the 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 Agent, inadequacy of the Security already deposited or on any other ground which makes the increase or decrease in amount of Security Deposit necessary.
- iv) Any amount of dues of the Corporation standing against the Agent shall be deducted from the Security Deposit, or from any other amount payable to the

Signature of Bidder _____



Agent, 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 Agent under this or any other contract with the Corporation. Should that sum, also be not sufficient to cover the full amount recoverable, the Agent shall pay to the Corporation on demand the remaining balance due.

- v) Whenever the Security Deposit falls short of the specific amount, the Agent 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 Agent 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 Agent six months after the successful completion of the Contract and issuance of a "No Dues Certificate" by the Manager (ACC). However, even if there is any delay in refunding the Security Deposit, the Agent 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.

5.3.9 Bank Guarantee

The successful Bidder shall furnish an irrevocable bank guarantee of Rs. 10,00,000/- (Rupees Ten lacs) drawn on a nationalised / scheduled bank at Jaipur invocable at Jaipur and payable to "The Rajasthan Small Industries Corporation Limited" to cover any loss or damage caused to or suffered by RSIC due to any damage/loss to container and/or cargo or on account of any claim due to such damage/loss by reason of any failure on the part of the Agent to handle/carry container/cargo safely in contravention of the terms and conditions of this Contract. In the event of such loss or damage, Corporation shall have the right to invoke the bank guarantee without any reference to the Agent.

- i) The bank guarantee shall be valid not only for the entire period of the Contract but also for period of six months after the completion/termination of the Contract and/ or till the settlement of any dispute arbitration/court case, if any, in order to satisfy the claims of the Corporation against the Agent.

Further, the successful Bidder shall have to indemnify the Corporation against any loss arising out of non-performance, mal-performance or malfeasance of the Agent in discharge of his functions in the capacity of the Agent.

5.3.10 Opening of Offer

The Bids will be opened as per schedule date and time given in Expression of Interest document in the presence of Bidders who choose to attend.

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

Signature of Bidder _____



5.3.11 Rejection of Bids

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

5.3.12 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.

5.3.13 Evaluation of Technical Bids

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

5.3.14 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 /or his authorized representatives who wish to be present). The financial offers shall be ranked on the basis of the highest license fee offered on it in **Part-B** of this document. **The Corporation may resort to negotiations in case quoted, rates vary considerably, and considered much higher than the prevailing market rate.** In no case less than the reserve price.

If after the allotment process as prescribed above is over, vacant space is available in the Mall and there are qualified bidder, who were not successful in getting space in the Mall due to their financial bids not being the highest for the rooms for which they have offered bids, RSIC will be at liberty to conduct a limited on the spot bidding for allotment of vacant space to such qualified tenderers / bidders.

5.3.15 Non-Responsive Bids

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

An offer shall be considered non-responsive for one or more of the following reasons:

- a) Received after the date and time specified for submission
- b) Not accompanied by Earnest Money Deposit as required under provisions of Clause 5.3.7
- c) Not as per formats specified in the Bid Documents

Signature of Bidder _____



- d) Does not contain the required information as specified
- e) The Bid Documents are not signed and sealed in the manner and to the extent indicated in the Bid documents
- f) The Bid and supporting documents show significant variations and inconsistencies
- g) The Bid is incomplete or conditional
- h) The Bid does not meet the eligibility criteria.

5.3.16 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.

5.3.17 Irrevocability of Bid evaluation result

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

Note:

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

6. TERMS AND CONDITIONS

6.1 Overall Supervision and Control of Air Cargo Complex

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

6.2 Determination of tariff of Air Cargo services

The determination of tariff of ACC services shall be decided by RSIC and Bidder mutually on the basis of a market-based pricing policy. Tariff order will be issued by the Corporation.

6.3 Receipt and Deposit of Payment for ACC Services

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

Signature of Bidder _____



6.4 Remuneration to the Agent

- 6.4.1 The remuneration of the Agent shall be computed and paid on the basis of Minimum Guaranteed Revenue (MGR) & Profit Sharing Method which shall be quoted by bidder in BoQ of Financial Bid in fixed MGR value and %age (percentage) on gross revenue on higher level basis. Last 5 years net Profit of Air Cargo Complex as given below:

Value Rs. In Crore

Last 5 Year Profit Average	
Year	Profit
2014-15	2.13
2015-16	2.98
2016-17	3.19
2017-18	3.02
2018-19	2.01
2019-20	1.00(Tentative)
(A) Average Profit	2.39
MGR	2.40*

*MGR calculated on the basis of average profit of last 6 years and present financial year tentative profit along with sharing of expenses with bidder on A/c of H&T work.

- 6.4.2 MGR will be appreciated by 10% every year from commencement date of contract on compound basis till contract period.

6.4.3 Payment to Handling Agent

The Agent 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 decided by RSIC with consultation of the bidder.

The remuneration of the agent shall be quoted by the Tenderer in financial bid in %age on gross revenue earned by RSIC from handling and Transportation of Cargo. (Note: The tender floated is on revenue sharing model, along with Minimum Guarantee Revenue per month for RSIC).

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

Amount to be charged and received by RSIC on A/c of handling & Transportation of Cargo from its customers (x)... % share quoted by Tenderer in financial bid

Example:- If tariff of handling and transportation charges of cargo Rs 100/- per unit and the bidder has quoted % of Agent's remuneration as 90% then the Agent remuneration will be

$$\frac{100 \times 90}{100} = 90 \text{ Rs per Unit.}$$

Thus, gross revenue collected by RSIC under Handling and Transportation head, 90% will be agent's share. 10% will be RSIC share. This is subject to achievement of minimum guaranteed revenue (MGR) or share of RSIC whichever is higher.

Signature of Bidder _____



The Minimum Guarantee Revenue (MGR) of RSIC is charted below:

	Time frame of contract in months	MGR per Month in Rs. In lakhs
1	0 -12 months	20.00 Lakhs per month
2	13-24 months	22.00 Lakhs per month
3	25-36 months	24.20 Lakhs per month
4	36- 48 months	26.60 Lakhs per month

Note:

1. After 48 months, MGR will increase @15% per annum compoundable till the contract year.
2. "0" month is the date of commencement of contract.

Payments will be made on the basis of computation of remuneration on monthly basis. The Agent shall submit the bills to the Manager/Incharge ACC in triplicate with its supporting documents. The certificate of the Manager ACC as to the sum payable to the Agent, for the work carried out by him under the terms of the Contract, shall be final and binding on the Agent.

The bills shall be prepared on fortnightly basis by the agent and should be submitted along with supporting documents. Bill shall be settled for payment within 15 days in ordinary course. Payment shall be made after deducting security amount, income tax, GST, 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 agent which may be adjusted on final payment of the bill.

No interest shall be payable on the amount claimed in the bill for delay in payment or for any reason whatsoever.

In case of any dispute the decision of the Manager (ACC) and on his reference, the decision of the Managing Director shall be final.

Signature of the Tenderer

Signature of Bidder _____



- 6.4.4 If agent allowed Trade/Cash discount or any incentives to facilitates customers or CHAs, the said amount will strictly be part of agent's share, there is no responsibility of RSIC. However invoice will be generated by mentioning said discounts and same will be debited to agent's account while finalizing the monthly settlement of remuneration.
- 6.4.5 The Agent 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 and approved by RSIC. 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 Agent to refuse to carry out or render such Services.
- 6.4.6 The bills shall be prepared on monthly basis by the agent and should be submitted along with supporting documents. Bill shall be settled for payment within 15 days in ordinary course. Payment shall be made after deducting income tax, GST, penalties recoveries dues, other charges etc, if any. In case of delay in passing the bill up to 50% advance may be given to the agent which may be adjusted on final payment of the bill.
- 6.4.7 No interest shall be payable on the amount claimed in the bill for delay in payment or for any reason whatsoever.
- 6.4.8 In case of any dispute the decision of Managing Director RSIC shall be final.

6.5 Period of Contract

- 6.5.1 At the initial stage, the Contract shall be awarded for a minimum period of four years or determination of custodianship of the Corporation, whichever is earlier, from the date of commencement of the work by the Agent
- 6.5.2 The Contract may be extended for two more years on mutual consent of both the parties. It will be obligatory on the part of the Agent 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.
- 6.5.3 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.

6.6 Termination of Contract

- 6.6.1 The Contract shall terminate in the following cases:
- a) On expiry of its time period unless renewed in a proper manner.
 - b) If the Agent has been declared insolvent, or going into liquidation or winding up his business.
 - c) If Agent is found guilty of gross misconduct, malpractice or misbehavior.

Signature of Bidder _____



- d) In case of continuous breach of the terms and conditions of the Contract, violation of the ACC Manuals and custom regulations & guidelines, Rules or procedure or non-compliance of the instructions of Manager/Incharge (ACC).
 - 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 Agent or termination of this Contract.
 - j) By invoking Exit Clause
- 6.6.2 In case of Sub-Clause (a), (b), (c) of Clause 6.6.1, the Contract will terminate summarily and no notice shall be required. In case of Sub-Clause (d) and (e) of Clause 6.6.1 a short 7day 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 Agent his Security Money Deposit will be forfeited, and work shall be got done through other parties at the cost and risk of the Agent for the remaining period of the agreement.
- 6.6.3 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 Agent in respect of any breach of any of the conditions of the agreement prior to its termination.

6.7 Settlement of Disputes and Adjudication

- 6.7.1 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.
- 6.7.2 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/adjudicator for adjudication. 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. Matter referred to the arbitrator shall not be more than the value of Rs. 25 Lacs in case of value of more than Rs.25 Lacs matter will be referred to the jurisdiction court as per law. 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

Signature of Bidder _____



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.

- 6.7.3 Any demand for arbitration in respect of any claim(s) of the Agent 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 Agent shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the Contract.

6.8 The venue of arbitration shall be Jaipur.

- 6.8.1 The work, under the Contract shall, if not impossible continue during the arbitration proceedings and no payment due or payable to the Agent shall be withheld on account of such proceedings.
- 6.8.2 The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause.
- 6.8.3 The cost of Arbitration shall be borne by the parties as per the decision of the Arbitrator.
- 6.8.4 It is agreed between parties that In case of dispute the jurisdiction of court cases shall be Jaipur only.

6.9 Special Conditions

- 6.9.1 Remuneration quoted to RSIC by the agent and other terms and conditions of the tender shall be kept confidential and will not be made available to any third party.
- 6.9.2 The agent will not on his own or in collaboration with some other party operate a CFS or ACC (other than RSIC) within the State.

6.10 Subletting not allowed

- 6.10.1 The Agent shall not sublet, transfer or assign the Contract or any part thereof, without the previous written approval of RSIC. In case the Agent contravenes this condition, RSIC shall be entitled to place the Contract elsewhere at the cost and risk of the Agent and all expenses borne on this account shall be recovered from him.
- 6.10.2 Deduction towards Income Tax at Source
- 6.10.3 Deduction of Income Tax at source will be made from the moneys payable to the Agent 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.
- 6.10.4 **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/Incharge (ACC). The agent shall furnish the names, designation and

Signature of Bidder _____



address of his authorised representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the Agent 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..

6.10.5 EXIT Clause: Either of the party can foreclose the contract by giving 3 months notice, or payment of dues (MGR) in lieu notice period, which shall be applicable only after completion of one year (One Year completion is completion of 12 months from the date of commencement of contract).

6.10.6 General

6.10.6.1 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.

6.10.6.2 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.

6.10.6.3 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.

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

6.10.6.5 In case of any change in conditions imposed by Customs, it shall be agreed and complied by agent.

6.10.6.6 Agent will be allowed to develop temporary infrastructure, at their cost, to facilitate trade like installation of Computer systems, software, security systems, CCTV cameras etc. under intimation to ACC. The agent may withdraw these facilities on completion of contract.

7. Scope of Work

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

7.1 Bidder shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license. RSIC will apply to relevant authorities like Airports Authority of India, Customs etc for approval of Bidder as O&M agency.

7.2 Bidder will be responsible for all aspects of operations including but not limited to staffing, material handling equipment activities, activities as per customs norms,

Signature of Bidder _____



liaison with all stakeholders viz Customs, AAI, CHAs, Importers, Exporters, Customs House Agents, BCAS, IATA agents, Trade Associations etc.

- 7.3** RSIC will authorized Bidder to communicate with all agencies including but not limited to Airports Authority of India, Customs, Importers, Exporters, Custom House Agents, IATA agents, Trade Associations etc.
- 7.4** The Bidder shall use the premises for the bonafide purpose as provided in the agreement, more particularly described in the enclosed schedule, and for no other purpose.
- 7.5** The Bidder shall not erect or display and advertisement or signboard except after obtaining the prior approval in writing from RSIC.
- 7.6** All the times during the currency of the agreement, it shall be the responsibility of the Bidder to obtain proper fire insurance coverage including theft and burglary/pilferage in respect of all the movable and immovable assets stored or used in the licensed premises and RSIC shall not be responsible for any loss or damage caused to the BIDDER on any accounts whatsoever.

7.7 Provisions for Staff

- 7.7.1** The Agent shall provide adequate number of trained supervisory staff and labour force at all the operational points to ensure proper handling export & imports and performance of incidental services with utmost expedition. He shall provide such number of supervisors and persons as is determined by the Incharge (ACC) and as considered necessary by him for efficient operations at all points and at all times.
- 7.7.2** The Agent shall provide at his own cost, all labourer and their employees with necessary tools, instruments, equipment, etc. for the effective and efficient discharge of the work contemplated in the Contract.
- 7.7.3** The Agent shall provide, at his own cost, all the labourers and employees with necessary Identity Cards/distinctive badges which they shall display on their person to distinguish them from unauthorized persons.
- 7.7.4** Agent 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.
- 7.7.5** The Incharge (ACC) shall be at liberty to object to and require the Agent to remove forthwith from the terminal any person employed by the Agent, if in the opinion of the Incharge (ACC) such person is disobedient/insubordinate or mis-conducts 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 Agent at the ACC without the written permission of the Incharge (ACC). Any person so removed shall be replaced by a competent substitute. The decision of the Incharge (ACC) shall be final and shall not be questioned on any ground whatsoever.

Signature of Bidder _____



- 7.7.7 No employee of the Agent shall receive any tips, reward, or any type of charges from any person in consideration for any services rendered in the Air Cargo Complex. On failure to comply with this stipulation by any employees of the Agent, the Agent shall be required to remove such employee(s) on receipt of a formal communication from the Incharge(ACC) or his authorized representative.
- 7.7.8 The Agents 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 Agent 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

7.8 Duties and Responsibilities of Agent not covered else where

- 7.8.1 The working hours of the ACC shall be decided by Customs/RSIC authorities , but the Agent may be required by the Incharge (ACC) 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.
- 7.8.2 The Agent shall have to perform all the Services provided for in this Contract and also additional Services not specifically provided for in this Contract. In case of non-settlement of rates in respect of additional Services by the Corporation and the Agent, the rates shall be determined by the Managing Director of RSIC.
- 7.8.3 The Agent shall abide by all the rules and procedures including all the directions laid down by the Corporation or Incharge (ACC) on its behalf and/or the Customs and follow all the instructions given to him by the Incharge (ACC) or any officer acting on his behalf and which are not inconsistent with the terms and conditions of the Contract. Decision of the Incharge (ACC) or any officer acting on his behalf shall be final in the matters of proper performance of the operations.
- 7.8.4 The Agent shall ensure that delicate/fragile/sensitive cargo or packages are handled carefully and as per the direction given on the packages/baggage or as per the directions of Incharge (ACC) or exporter/importer or their agents.
- 7.8.5 The Agent shall be responsible to take care and secure the cargo within the sheds or in open before and after the Customs examination till it is delivered to the importer or handed over to airlines for export.
- 7.8.6 Ordinary packing material shall be provided by the Agent.
- 7.8.7 All account books/papers and documents pertaining to the operations carried out in connection with the Contract whether prepared by the Agent on his own or in pursuance of the instructions laid down in the Rules or Procedure of the ACC shall be open for inspections, audit and counter signature by the Incharge (ACC) or any officer acting on his behalf including the Accounts and Audit Officers of the Accountant General of Rajasthan. The Agent shall be responsible

Signature of Bidder _____



to produce the same at such time and place as may be directed by the Incharge (ACC).

- 7.8.8 All transactions between the Agent and third parties who are in no way connected with the clearance of cargo packages from the ACC shall be carried out as between two principals without reference in any case to the Corporation. The Agent shall also explain the position to the third parties.
- 7.8.9 If the Corporation is made to give any guarantee of any kind to the Customs or any other agency, the Agent shall be required to furnish, the same kind of guarantee to the Corporation immediately.
- 7.8.10 The Agent will be required to sign as surety for the Corporation on the Continuity Bond of adequate value to be executed with the Customs for safe transshipment of container by road or rail plus road mode from the Port or any other designated area in the port town to the ACC and vice versa.
- 7.8.11 The Agent shall not use any equipment, deployed by him for handling and carrying cargo, for any other purpose or for carrying any other materials except with the prior written permission of RSIC. In cases of violation of this clause, the Agent may be liable to pay a penalty of Rs 2,000/- (Rupees Two thousand) only in each case.
- 7.8.12 The Agent shall prepare and furnish details, documents, information etc as per the prescribed formats and at such intervals as directed by the Manager (ACC) or requested by ACC users for the betterment of the service rendered to the shippers through the ACC.
- 7.8.13 The Agent shall always act and conduct himself in a business like manner in carrying out his activities

**Note: All terms and conditions contained in Tender Document (EOI) with their sub-
paras have been read carefully, understood and accepted.**

Signature of the Tenderer

Signature of Bidder _____



BANK GUARANTEE BOND

1. In consideration of The Rajasthan Small Industries Corporation Limited (hereinafter referred to as RSIC) with registered office at Udyog Bhawan, Tilak Marg, Jaipur 302 005 acting through the Assistant General Manager and/or authorised officer with office at Udyog Bhawan, Tilak Marg, Jaipur having agreed to permit M/s..... (hereinafter called the said Agent) vide RSIC work order No.....dated.....to handle and transport ISO freight containers at Inland Container Depot, Jaipur on its behalf as custodians of the export/import cargo/container on the agreed terms and conditions of the tender document and agreement on production of a Bank Guarantee for Rs 10,00,000/- (Rupees Ten Lacs) only, we Bank, (here in after referred to as the Bank) do hereby undertake (an promise) to pay to RSIC an amount not exceeding Rs 10,00,000/- (Rupees Ten Lacs) only against any loss or damages caused to or suffered or would be caused to or suffered by the containers or cargo therein or RSIC by reason of any failure of the Agent to carry containers/cargo safely in contravention of the terms and conditions contained in the said agreement and tender document.
2. We.....,Bank, do hereby undertake and promise to pay the amounts due or payable under this guarantee without any demur, merely on a demand from the General Manager / and/or authorised officer, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by RSIC by reason of any failure of the said Agent failure to perform the said operations safely without damaging the cargo/container. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs 10,00,000/- (Rupees Ten Lacs) only. The guarantee shall valid for 54 months expire on.....
3. We.....Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and terms & conditions of tender document and that it shall continue to be enforceable till all dues of RSIC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before 06 months after the date of completion of the contract we shall be discharged from all liability under this guarantee thereafter.
 - a) Notwithstanding anything to the contrary contained herein the liability of the bank under this agreement will remain in force and effect until such time as this guarantee is discharged in writing by RSIC or until the date of the expiry of the validity of the bank guarantee (whichever is earlier) and no claim shall be valid after the expiry of bank guarantee.
 - b) Provided that we.....Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Corporation. If the guarantee is not renewed or the period extended on demand, we Bank shall pay to RSIC the full amount of the guarantee on demand and without demur.
4. We.....Bank further agree with RSIC that RSIC shall have the fullest liberty

Signature of Bidder _____



without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said Agent from time to time or to postpone for any time or from time to time any of the powers exercisable by RSIC against the said Agent and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Agent or for any bearance, act or commission on the part of RSIC or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.
6. We.....Bank lastly undertake not to revoke this guarantee during the currency except with the prior consent of RSIC in writing.
7. This bank guarantee is issued for a period of-----months and this bank guarantee shall be valid upto.....
8. We are liable to pay guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.....
9. The guarantee is operative at our.....(name and address of the branch at Jaipur) branch at Jaipur.

Place: Jaipur

Date:

Officer's Signature
With Bank Seal
Code No.

Signed & Sealed by the tenderer in
Token of acceptance of above

The Rajasthan Small Industries Corp. Ltd.

Signature of Bidder _____



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 behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

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

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

- (a) have controlling partners/shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of the Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) the bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subagent, 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 Bidder _____



Annexure-2B

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 Bidder _____



Annexure-2C

Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

First appellate authority is Managing Director, R.S.I.C. Second appellate authority is Board of R.S.I.C.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the first Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may file a second appeal to second appellate authority specified in the bidder document in this behalf with in fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the first appellate authority as the case may be .

(4) Appeal not to lie in certain cases

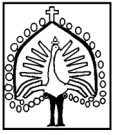
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

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

(5) Form of Appeal

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

Signature of Bidder _____



(6) Fee for Filing Appeal

- (a) Fee for filing appeal shall be rupees two thousand five hundred, and for second appeal shall be rupees ten thousand which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft 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 first Appellate Authority or second 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 first Appellate Authority, as the case may be, shall,
 - i. Hear all the parties to appeal present before him; and
 - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Signature of Tenderer_

Signature of Bidder _____



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

AppealNo..... of.....
Before..... (First 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 Bidder _____



Annexure-2D

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.-

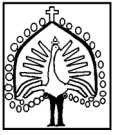
- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall 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 supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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 Bidder _____



Annexure-3

Date -----

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

We-----Bank do hereby 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 One crore, as disclosed by them and the information and
records which are available withus.

Signature and seal of the authorized signatory of the Bank.

-

Signature of Bidder _____



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

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
Phone: 0141-2227267 ✦ Fax: 0141-0141-2227257

Web site : industries.rajasthan.gov.in/rajsico | e-mail : rajsico@rajasthan.gov.in
CIN U91110RJ196ISGC001118

Part - B

FINANCIAL BID

(To be quoted in Excel BoQ File (.XLS) only available with e-Tender)

Name of Work: Expression of Interest (EOI) for Operations, Marketing, Handling & Transportation at Air Cargo Complex, Jaipur

Quotation for agent remuneration in % on handling and transportation of Air Cargo charged by RSIC from its customers in the following table.

S.No	Description	Agent Remuneration in % (subject to following MGR) to be entered by Bidder															
1.	<p>Handling & Transportation of EXIM custom cargo at ACC Jaipur, SEZ, ICD vice-versa. As per services Mentioned in tender documents <i>Note : The tender floated is on revenue sharing model, along with minimum revenue guarantee (MGR) per month.</i></p> <p><i>The minimum guarantee Revenue of RSIC is charted below</i></p> <p><i>Time framed of contract in months & MGR per in Rs.in lakh</i></p> <table border="1"> <thead> <tr> <th></th> <th>Time frame of contract in</th> <th>MGR per Month In lakhs</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0 -12 months</td> <td>20.00 Lakh per month</td> </tr> <tr> <td>2</td> <td>13-24 months</td> <td>22.00 Lakh per month</td> </tr> <tr> <td>3</td> <td>25-36 months</td> <td>24.20 Lakh per month</td> </tr> <tr> <td>4</td> <td>37-48 months</td> <td>26.60 Lakh per month</td> </tr> </tbody> </table> <p>Note: 1. After 48 months MGR will increase @ 15% per annum compoundable on previous year's closing MGR.</p> <p>2. "0" month is the date of commencement of contract</p>		Time frame of contract in	MGR per Month In lakhs	1	0 -12 months	20.00 Lakh per month	2	13-24 months	22.00 Lakh per month	3	25-36 months	24.20 Lakh per month	4	37-48 months	26.60 Lakh per month	
	Time frame of contract in	MGR per Month In lakhs															
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2	13-24 months	22.00 Lakh per month															
3	25-36 months	24.20 Lakh per month															
4	37-48 months	26.60 Lakh per month															
		Signature with stamp of Bidder															