

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
(A Government of Rajasthan Undertaking)
Udyog Bhawan, Tilak Marg, C-Scheme,
Jaipur-302005

Phone: 0141-2227824 Fax: 0141-2227257
website: www. rajsico.gov.in; e-mail: rajsico@ rajasthan.gov.in
CIN NO. U91110RJ1961SGC001118

23/2019-20

e-Tender for supply of
Angle Iron Post
(Two Bid System)

Tender Form Fee Rs.2,000/- for SSI Units only (Non refundable)

(In favour of "The Rajasthan Small Industries Corporation Limited)

Processing Fee: Rs. 1000/- (Non refundable) (In favour of "MD RISL")

Earnest Money Deposit: Rs. 20,000/- (Refundable)

(In favour of "The Rajasthan Small Industries Corporation Limited)

Performance Security: Rs. 50,000/- (Applicable for successful bidders only)

S.No.	Schedule	Date	Time
1.	Publishing Date	13.11.19	1.00 PM
2.	Document Download Start Date and Bid Submission Start Date	13.11.19	1.00 PM
3.	Document Download and Bid Submission End Date	2.12.19	1.00 PM
4.	Bid Opening Date	2.12.19	3.00 PM
5.	Pre Bid Meeting	22.11.19	11.30 AM
6.	Submission of Demand Draft/Banker Cheque of Tender Cost(including processing Fees) and Earnest Money	From 13.11.19 to 02.12.19	1.00 PM

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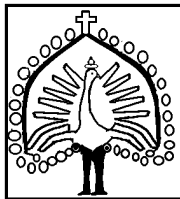


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E-tender BID Invitation Notice 23/2019-20
SUPPLY OF ANGLE IRON POST ITEM

RSIC is inviting online competitive BIDS from SSI Units who are registered from Industries Department, Government of Rajasthan for supply of Angle Iron Post Item to the Government of Rajasthan Departments, PSUs, etc. on rate contract for the period of upto two years. The Tender/Bid shall only be submitted through online tendering system of eproc.rajasthan.gov.in. Last date of submission of online bids is 02.12.2019 till 1.00 PM. For further details visit our website: industries.rajasthan.gov.in/rajsico or sppp.rajasthan.gov.in or contact: Marketing section on 0141-2227824.

Managing Director



THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
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Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
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website: www.rajsico.gov.in e-mail: rajsico@rajasthan.gov.in

INSTRUCTIONS TO BIDDER

01 INSTRUCTIONS TO THE TENDERERS.

The RSIC is a Government Corporation Registered under Companies Act 1956 and is doing rate contract for angle iron posts from SSI units to supply to various Govt. Departments/Corporation specially forest department.

- **Important Instruction:-The Law relating to procurement “ The Rajasthan Transparency In Public procurement Act, 2012” [hereinafter called the Act] and the “The Rajasthan Public procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail**
- **Purchase & Price preference in Procurement from Micro, Small and Medium Enterprises (PPC) certificate issued by Industries Department, is necessary as In exercise of powers conferred by sub-section(2) of section 6 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) read with rule 33 of the Rajasthan Transparency in Public Procurement Rules, 2013, the State Government being of the mandatory procurement from micro and small enterprises situated in Rajasthan is necessary**

02. SUBMISSION OF TENDER:

Instruction to bidders for online submission of e-tender

- 2.1 **The bidders who are interested in bidding can download tender documents from <http://eproc.rajsthan.gov.in>**
- 2.2 **Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate(type II or III) as per information technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS,safe-crypt,(n) code,etc or Government of Rajasthan e-procurement**

Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate Contact No. 1800 3070 2232, 0141-4022688 (Help Desk 10 AM to 6 PM on all working days) email: eproc@rajasthan.gov.in Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg, C-Scheme, Jaipur.

2.3 Bidder shall submit their offer on-line in electronic formats both for technical and financial proposals; however DD/Banker Cheque for Tender Fees, Processing Fees and EMD should be submitted manually in the office of Tendering Authority(RSIC Ltd.) upto scheduled date & time as mentioned in NIT. Scanned copy of DD should also be uploaded along with the online Bid.

2.4 Before electronically submitting the tenders, it should be ensured that all the tender papers including all enclosures and conditions of contract are sealed & signed and uploaded.

2.5 Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.

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

(A) TECHNICAL COVER

(a) In the Fee Cover(in PDF/jpg format)

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

(ii) Scanned copy (signed & sealed) of the following mandatory papers for Evaluation of Technical Bid

1. Attested copy of SSI permanent Registration Certificate of Industries Department / Acknowledgement of Entrepreneurial Memorandum Part-II by Industries Department / Udyog Aadhar of Angle iron post
2. Purchase & Price preference in Procurement from Micro, Small and Medium Enterprises (PPC) Certificate issued by concerned DIC.
3. Appendix ‘D’ regarding Acknowledgement of Entrepreneurial Memorandum Part-II.
4. Attested copy of GST Registration Certificate.

(iii) Scanned copy of the supporting papers for evaluation of Technical Bids

1. Attested copy of latest GST Clearance Certificate/Latest GST Return filled by Tenderer
2. Appendix ‘A’ for Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by any Government and any Public Sector Undertaking

3. Appendix 'B' for Performance Certificate of last two years.(Not applicable for the units registered within last two years)
4. Appendix 'C' for Undertaking regarding Production Capacity.
5. Annexure 'E' for Affidavit regarding compliance to Terms & Condition of Tender
6. Annexure 'A' to 'D' for Transparency Act.
7. Details of equipment, vehicles and machinery owned and possessed on date of submission of the tender.
8. Latest Electricity Bill
9. Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any contract resulting there from.

2.7 Tenderer have to participate in all the items mentioned in BOQ "Schedule of price".

2.8 RSIC requires that the offers in response to this call to Bid and complete in all respects, be submitted till as per schedule date mentioned above. No Tender will be accepted after due date & time fix for receiving of tender.

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

2.10 Validity of offer:- 120 days from the date of opening of tender.

2.11 The RSIC reserves the right to reject any or all the tenders without assigning any reason thereof.

2.12 Financial Cover(.xls format)

The Bill of Quantity (BoQ) shall be upload after entering the rate/percentage in following BoQ as per the specification of angle post given under:

S.No.	Schedule No.	Description of Work
1.	BoQ	e-Tender for supply of Angle Iron Post

Bidders shall enter name of the firm on BoQ Only

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

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

Note: The financial Bids of only those Bidders would be opened and considered who meet the criteria of eligibility and found capable in factory inspection done by RSIC or any agency deputed by RSIC

SPECIFICATION OF ANGLE IRON POST FOR FINANCIAL COVER

		Particulars	25 x 25 x 5 mm	35 x 35 x 5 mm	35 x 35 x 5 mm
	mm				
			<u>1.5 Mtr.</u>	<u>1.5 Mtr.</u>	<u>2.25 Mtr.</u>
	A to B & C	25 mm	35 mm	35 mm	
	Thickness	5 mm	5 mm	5 mm	
	C to D	1.5 Mtr.	1.5 Mtr.	2.25 Mtr.	
	A to E	1.5 Mtr.	1.5 Mtr.	2.25 Mtr.	
	B to F	1.5 Mtr.	1.5 Mtr.	2.25 Mtr.	
	G to D & F	10 cm	10 cm	10 cm	
Distance of Holes on one side of Angle Post					
	1. First hole from B		5 cm. = 2 inch		
	2. Second hole from B		40 cm.= 16 inch		
	3. Third hole from B		75 cm. = 30 inch		
	4. Fourth hole from B		110 cm. = 44 inch		

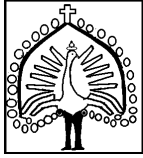
Note: Actual No. of holes may increase/decrease as per requirement of the consignee

Special Terms and Conditions :-

- A) The rates should be quoted for Ex-works inclusive of all charges but exclusive of GST.

Special Note:

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



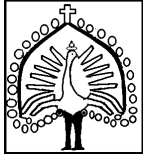
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TECHNICAL BID

CHECK LIST

S.No.	Particulars	Enclosed (Yes/No)
1.	Attested copy of SSI permanent Registration Certificate of Industries Department / Acknowledgement of Entrepreneurial Memorandum Part-II by the DIC of Barbed Wire/ Udyog Aadhar	
2.	Appendix 'D' regarding Acknowledgement of Entrepreneurial Memorandum Part-II	
3.	Attested copy of GST Registration Certificate and Latest GST Clearance Certificate.	
4.	Performance Certificate of last two years as per (Appendix 'B').	
5.	Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by any Government and any Public Sector Undertaking (Appendix 'A')	
6.	Undertaking regarding Production Capacity.(Appendix 'C')	
7.	Affidavit regarding compliance to Terms & Condition of Tender (Annexure'E' and Annexure 'A' to 'D')	
8.	Details of equipment, vehicles and machinery owned and possessed on date of submission of the tender.	
9.	Purchase & Price preference in Procurement from Micro, Small and Medium Enterprises Certificate (PPC) issued by concerned DIC	
10.	Latest Electricity Bill	
11.	Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any contract resulting there from.	

Note- Documents mentioned in check list of Technical Bid is mandatory.



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TECHNICAL BID

E-TENDER FORM FOR ANGLE IRON POST

1.	Procuring Entity	Rajasthan Small Industries Corporation Ltd. Jaipur
2.	Subject matter of procurement & period of rate contract	
3.	The price of the Bidding Documents. e-bid processing fee	
4.	Procuring Entity's address (For clarification purposes only)	
5.	The Pre-Bid Meeting	
6.	The language of the Bid is	English / Hindi
7.	Documents required to be submitted along with technical bid.	As detailed in Technical Bid Check list.
8.	Bid validity period	120 days from the dead line for submission of Bids.
9.	Bid security	Rs. 50,000
10	Valid authorization for authorized signatory of bid documents.	Board Resolution/letter of Authorization under signature of competent authority on the letter of the Company/Firm.
11	Downloading of Bids.	From Rajasthan Government's portal eproc.rajasthan.gov.in
12	Name of the Firm	
13	Telephone No.	Office----- (Resi.)-----
14	Office Address of the Firms (with e-mail ID)	
15	Residence	
16	Address of the SSI Unit as per Permanent Regd. Certificate of the Industries Department	
17	Constitution of the Firm whether Proprietorship/ Partnership/Company	

A	In case of Proprietorship Firm Name, Fathers Name and Residential Address of the Proprietor.	
B	In case of Partnership Firm Name, Fathers Name and Residential Address of all the Partners. Note: (Enclose the Registration Certificate from the Register of Firms or its attested copy/photocopy of Partnership Deed (Attach separate sheet if space is insufficient).	
c)	<u>In case of Company</u>	
i)	Regd. No. of the Company	
ii)	Name and Address of the Directors of the Company (Attach separate sheet if space is insufficient)	
18	<u>BANK DETAILS OF TENDERER</u> Banker's Name with Branch Account Type Account Number	
19	SSI Permanent Regd. Certificate No. issued by _____ (Enclose an attested photocopy of the same)	
20	GST Nos. _____	
21	PAN No. of the Tenderer (Enclose a certified copy of the same) E.M. D. of Rs. 20,000/- deposited vide CR No. _____ dated _____ Pay order/DD/Banker check No. _____ dated _____ drawn on _____. (Name of Bank & Branch).	
		Signature of the Tenderer with seal (Name:----- (Designation:-----
<p>* Attach separate sheet for details, where required.</p> <p>* In case of authorized representative signing this document enclose copy of the Authority letter.</p>		

Note- Documents mentioned in check list of Technical Bid is mandatory.

DECLARATION

I/We declare that I am/We are registered permanently as Small Scale Unit with the Industries Department, Govt. of Rajasthan and actually engaged in manufacturing of-----

for which I/We have tendered. We shall supply the stores as fabricated/manufactured by our own SSI Unit only and not as a trader.

We are not blacklisted or debarred by the any Government Department/Undertaking.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the tender if and to the extent accepted may be cancelled and the amount of Earnest Money/Security Money may be forfeited.

Signature of the Tenderer with Seal

Presented by _____
Verified by _____

Signature

Gazetted Officer
Or
Magistrate
Or
Notary Public
*

Date

Time

Signature of the Tenderer with Seal

STATEMENT SHOWING THE PERFORMANCE IN RESPECT OF SUPPLIERS OF ANGLE IRON POST
AGAINST PREVIOUS ORDERS OF MAIN PURCHASING DEPARTMENTS DURING THE LAST TWO FINANCIAL YEAR

Name of Deptt./Office	No. & date of order	Quantity ordered	Quantity supplied	Date of supply delayed supply	Reasons for non-supply	Remarks

SIGNATURE OF TENDERER WITH SEAL

NOTE: The Statement should be verified by the Chartered Accountants failing which tender is likely to be rejected.

FORMAT OF AFFIDAVIT

(To be submitted on non judicial stamp paper of appropriate value as per Rajasthan Stamp Act/Rules)

I.....S/o.....Aged.....years.....
residing at.....Proprietor/Partner/
Director of M/s.do hereby solemnly affirm and
declare that:

- (a) My/Our above noted enterprise M/s. has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Center..... The acknowledgement No. is..... dated.....and has been issued for manufacture of following items:
 - (i)
 - (ii)
 - (iii)
 - (iv)
 - (v)
- (b) My/our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
- (c) My/our enterprise is having all the requisite plant and machinery and is full equipped to manufacture the above noted items.

Place:

Signature of Proprietor/Director
Authorized Signatory with Rubber
Stamp and date

VERIFICATION

I.....S/o.....Aged.....yrs.
residing atProprietor/Partner/Director of
M/s.verify and confirm that the contents at (a),(b)
& (c) above are true and correct to the best of my knowledge and nothing has been
concealed therein. So help me God.

DEPONENT

Affidavit regarding compliance to Terms & Condition of Tender
(To be submitted on non judicial stamp paper of appropriate value as per Rajasthan Stamp Act/Rules)

Bidder Name:

I/We confirm that I/We are authorized to submit tender on behalf of the firm participating in the tender and have perused the entire tender document including all its amendments till date.

Having perused the subject tender with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Tender document including technical particulars, Detailed technical specifications of the product, Special Terms & Conditions and General Terms & Conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the arbitration clause No. 20 of General Terms & Condition of tender document.

I/We certify that the prices quoted against the tender are competitive and without adopting any unfair / unethical means including cartelization.

I/We certified that tendering firm have not been banned by any Government Department of the State / PSU from business dealings.

I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

**Name of Tenderer or
representative with Signature and Seal**

Annexure "F"

**Tentative plant and machinery for angle iron post
(For Factory Inspection Reference purpose)**

Sr No	Plant and machinery
1	Drill Machinery
2	Grinder Machine
3	Gas Belding Machine
4	Electric Belding Machine
5	Hand Press
6	Angle Cutter
7	Hand Grinder

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest :-

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

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

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

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:
Place :

Signature of Bidder
Name:
Designation:
Address:

Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

(1) Filing an appeal

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

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

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

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

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

(4) Appeal not to lien in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for Filing Appeal

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

(7) Procedure for disposal of appeal

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

Memorandum of Appeal under the Rajasthan Transparency in Public

Procurement Act, 2012

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

1 Particulars of appellant:

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

2. Name and address of the respondent(s)

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

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

.....

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

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

6. Grounds of appeal:-

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

7. Prayer
.....

Place

Date

Appellant's Signature

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, as per RTPP Act and Rules. 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. As per RTPP Act & Rules and shall be within one month from the date of expiry of last supply. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

GENERAL TERMS & CONDITIONS OF TENDER & CONTRACT

NOTE: Tenderer should read these conditions carefully and comply strictly while sending their tenders. If a Tenderer has any doubts regarding the interpretation of any of the conditions or specifications mentioned in the Tender Notice he should before submitting the tender refer these to the Managing Director of the Corporation and obtain clarification. The decision of the Managing Director regarding the interpretation of the conditions and specifications shall be final and binding on the Tenderer. The following terms & conditions shall be applicable to the approved Contractor/Tenderer.

- 1) The parties to the contract, which shall be deemed to be a “rate contract” and which is intended for the supply of the stores of the description set forth in the schedule to the tender during the period therein specified, shall be the contractor of the one part and The Rajasthan Small Industries Corporation Ltd. on the other part.
- 2)
 - i) Subject, as otherwise mentioned, no guarantee can be given as to the quantity which would be ordered during the period of the contract.
 - ii) The Tenderer should sign the tender form at each and every page as a token of his acceptance of all the terms & conditions of the tender. He should also sign at the bottom of each of the pages of the tender form on which rates are quoted.
- 3)
 - i) The supplies shall have to be arranged according to requirements throughout the contract period as and when required and orders are placed.
 - ii) If orders are placed in excess of the quantities shown in the tender/undertaking, the successful Tenderer shall be bound to meet the required supply on the same rates & conditions. In case of his failure to do so, the Corporation shall be free to arrange for the balance supply at the risk and cost of the Tenderer and the extra cost incurred shall be recoverable from the defaulting Tenderer.
 - iii) If the Corporation does not purchase any of the tendered items or purchase less than the quantity indicated in the tender form, if any. Tenderer shall not be entitled to claim any compensation.
- 4) Only such Tenderer who are manufacturers of items quoted in the Tender form and permanently registered as such with Industries Department Govt. of Rajasthan be eligible to participate in this tender.
- 5)
 - i) A manufacturer who is not registered under the GST prevalent in the State where his business is located will not be eligible.
 - ii) latest GST Clearance Certificate issued by the competent authority must be submitted without which the tender is liable to rejection.

- 6) Tender will have to submit a latest GST Clearance Certificate as and when demanded.
- 7) Tender forms should be filled in ink or typed. Tender filled in pencil shall be rejected.
 - i) The tenderers should quote their rate in the BoQ " Schedule of Rates" in .xls format attached with the tender. The rates shall be quoted in the figures and if any discrepancy is found in the figures Tenderer shall not be allowed to correct such mistake after opening of the tender.
 - ii) Rates quoted must be separately written as per the requirements of the tender form and should include all taxes, duties except Rajasthan VAT.
- 8) Fall Clause: - The price charged for the stores supplied under the contract by the successful Tenderer shall in no event exceed the lowest price at which the successful Tenderer sells the stores of identical description to any other person during the period of the contract.
 - i) If at any time, during the said period the contractor reduces the sale price of such stores or sells such stores to any other person at a price lower than the price chargeable under the contract he shall forthwith notify such reduction of sales to the Managing Director, RSIC Ltd., Jaipur and the price payable under the contract for the stores supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced. The successful Tenderer shall furnish certificate in the manner required by the Managing Director to the effect that the provision of this clause has been duly complied with respect of supplies made or billed for upto the date of certificate.
 - ii) The successful Tenderer(s) shall endorse a certificate on each bill to the effect that the price condition referred to above has been satisfied.
- 9)
 - i) Tenders shall be valid for a period of 120 days from the date of opening of the tender for the purposes of communicating acceptance by the Corporation.
 - ii) After tender has been accepted the rates shall remain valid for the period of one year. Any order placed on the last date of the Contract period by means of FAX, Telegram or Registered A.D. shall have to be honored by the approved Contractor within the specified time for which no late penalty shall be levied if the goods are supplied within the specific time mentioned in the order satisfactory.
 - iii) In the event of any breach of the conditions of the contract at any time on the part of the Contractor, the contract may be terminated summarily by the Corporation without compensation to the Contractor.
- 10)
 - i) Successful Tenderer will have to execute an agreement in the prescribed form within the specified time period given by the Corporation.

- ii) The expenses of completing and executing the agreement shall be paid by the Tenderer. The original copy of the agreement so executed shall be kept with the Corporation.
 - iii) If the Tenderer fails to execute the agreement within the period specified, such a failure will be treated as breach of the terms and conditions of the tender and under such circumstances the EM of the Tenderer shall stand forfeited.
- 11) i) The Tenderer shall adequately and properly pack goods and shall be responsible for loss, & damages or injury to the goods during the transport till arrival at the destination.
- ii) All packing cases, containers and other allied material shall be supplied without any extra charges except where otherwise specified by the Tenderer
 - iii) All goods must be sent as per instructions of the Corporation to the respective consignees.
- iv) a) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bills duly accompanied with receipted copy of the dispatch intimation and acceptance letter in proper form by the contractor to the Corporation. No payment shall be made against incomplete bills of the Tenderer.
- b) The payment against supply is subject to receipt of payment from consignee/purchasing department.
- c) All remittance charges will be borne by the Tenderer.
- d) No payment shall be made to the Contractor if he has not duly executed the Agreement.

12) **INSPECTION:**

- a) RSIC shall have full right to inspect production unit of the tenderer at any time before or after execution of the agreement. RSIC shall also have full rights to hire any outsource agency or person for the purpose. The tenderer shall extend all possible help & support.
- b) The material supplied by the tenderer will be inspected by the buyer department/agency and the tenderer will be required to ensure acceptance of the buyer department/agency in the format prescribed by RSIC. In case of any dispute decision of Managing Director, RSIC shall be final and binding on the tenderer/supplier.

- c) Under normal circumstances the inspection of the material will be made by the buyer department. However, RSIC shall be free to inspect the material or get it inspected from any person/ agency in case of any dispute, complaint or otherwise and in such cases decision of Managing director, RSIC will be final & binding the tenderer/supplier.

13.

SUPPLY PERIOD:

- i) The suppliers has to submit readiness of goods within 30 days from the supply order and has to supply the goods within 7 to 10 days from the date of Dispatch Intimation Time period for completion of supplies shall be the essence of the Contract. The Corporation may in special circumstances extend the supply period after imposition of liquidated damages as given **below:-**
 - a) Delay up to one-fourth period of the prescribed delivery period - 2½%
 - b) Delay exceeding one – fourth but not exceeding half of the prescribed delivery period - 5%
 - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period - 7½%
 - d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period - 10%
 - e) However in deserving cases CMD/Managing Director, RSIC may permit extension in time period without imposition of liquidated damages mentioned above.

Note

- i) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
 - ii) The maximum amount of agreed liquidated damages shall be 10%.
 - iii) In exceptional hardship cases, the Managing Director of the Corporation shall have the powers to waive the damages/late penalty as stated above.
 - iv) The time spent by the Corporation/its authorised agency/Consignee shall be excluded for the purposes of calculation of late penalty/damages.
- 14) When the Tenderer is unable to complete the supply within the specified or extended period, the Corporation shall be entitled to purchase elsewhere without notice to the Tenderer, but on his (i.e. Tenderer's) account and risk, the goods or any part thereof which the Tenderer has failed to supply, or if not available, the best and nearest available substitute thereof, or to cancel the contract, and the Tenderer shall be liable for any loss or damage which the Corporation may sustain by reason of such failure on the part of the Tenderer. But the Tenderer shall not be entitled to any gain or such purchase made against default. The recovery of such loss or damage shall be made from any sums occurring to the Tenderer under this or any other contract with the Corporation. If recovery is not possible from the bill and the Tenderer fails to pay the loss or damage within one month, the recovery shall be made under the provisions of relevant law for the time being in force.

- 15) All articles supplied shall strictly conform to the specifications laid down in the enclosed statement of technical specifications of the tender form, and wherever articles have been required according to IS specifications these articles should confirm IS specifications and should preferably bear ISI certification mark. The supply shall in addition conform to the approved samples if any. For ISI items copy of the BIS License is to be submitted compulsorily.
- 16) i) Articles not approved shall be rejected by the Corporation and will have to be replaced by the Tenderer at his own cost, within the time limit fixed by the Corporation. No penalty shall be levied if the rejected goods are replaced within the time specified by the Corporation. The benefit of non-levy of penalty under such circumstances shall not be given to a Contractor who intentionally and not genuinely supplies goods with completely different specification.
 - i) If, however, due to exigencies of Govt. work, such replacement, either in whole or in part, is not considered feasible, the Corporation after giving an opportunity to the Tenderer of being heard shall for reasons to be recorded, deduct a suitable amount from the Bill. The deduction so made by the Managing Director of the Corporation shall be final.
- 17) The rejected articles must be removed by the Tenderer within 15 days of the date of intimation of rejection, after which the Consignee/ Corporation shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he/she thinks fit at the tenderer's risk and on his account.
- 18) The contract for the supply can be repudiated at any time by the Corporation if the supplies are not made to his satisfaction after giving an opportunity to the Tenderer of being heard.
- 19) If a Tenderer imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summarily rejection.
- 20) In case of any dispute arising out of this contract or a matter touching or incidental to the Contract including interpretation of the terms of the Contract or for award of damages etc. the same shall be resolved by means of arbitration only. The Managing Director of the Corporation or his duly nominated person shall act as sole arbitrator to resolve such dispute. The provisions of Arbitration and Conciliation Act, 1996 or an amendment there of shall be applicable to such an arbitration proceeding. The award passed by the sole arbitrator shall be final and binding on both the parties. The Tenderer shall have no right whatsoever to challenge the award on the ground that the Managing Director has got an interest in the activities of the Corporation as a Managing Director.
- 21) The Contractor shall not assign sub-let or transfer the contract or any part thereof to any party. In the event of the Tender contravening this condition,

the Corporation shall be entitled to purchase the goods from elsewhere on the Contractors account at his risk and the Contractor shall be liable for any loss or damage which the Corporation may sustain.

- 22) If the Tenderer is already a supplier in respect of stores & articles, he should submit with the tender a complete statement in the prescribed Performa (Appendix-B) to clearly indicate his progressive performance of last two years in respect of each order concluded.
- 23) The Tenderer/Contractor shall intimate the premises where the stores & articles to be supplied are manufactured/formulated/ fabricated to the Corporation and Inspecting Officers of the consignees or any other appropriate agency as may be appointed by the Corporation. The firms shall also provide all the necessary facilities to the Inspecting Officers to carry out the inspection work.
- 24) The Tenderer will compulsorily deposit Rs.20,000/- by D.D in favor of The Rajasthan Small Industries Corporation Ltd., Jaipur as Earnest Money. In the absence of Earnest Money, the tender shall not be considered by the Corporation. Successful Tenderers shall be required to pay security deposit Rs 50,000/- before executing the contract. The amount of EM shall be adjusted in the security deposit amount

25) **FOREFITURE OF EARNEST MONEY:**

The earnest money will be forfeited in the following cases:

- (i) When tenderer withdraws or modifies or reduces the rates in the offer at his own after the opening of tender, but before acceptance of tender. Their offer shall be cancelled and the firm can be debarred for future business .
- (ii) When tenderer does not execute the agreement after award of rate contract within the prescribed time.

26) **FOREFITURE OF SECURITY DEPOSIT:**

Security amount in full or part may be forfeited in the following cases: -

- 1) When any terms and conditions of the contract is breached.
- 2) When the tenderer fails to make complete supply satisfactorily.
- 3) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Managing Director, RSIC in this regard shall be final.

27. DEBARRING / SUSPENSION:

If a tenderer does not execute the agreement and fulfill other formalities or does not supply the material against supply order the tenderer is liable to be debarred / suspend from participating in re-tender and in future tenders.

- 28) The SSI unit(s) shall not be eligible for tender participation incase they are blacklisted and or debarred by Corporation/ user Govt. Department. The Tenderer will give declaration in this regard in Appendix 'A'.

- 29) Direct or indirect canvassing on the part of the Tenderer or his representatives will be a disqualification.
- 30) The Corporation reserves the right to accept any tender not necessarily the lowest, reject any /all tender without assigning any reason.
- 31) Legal proceedings, if any, arising out of this tender shall have to be lodged in courts situated at Jaipur City only in Rajasthan and not elsewhere.
- 32) I/We have carefully read and understood the above terms and conditions of the tender.
- 33) Tender will also furnish the following documents alongwith Technical bid:
 - a) Appendix 'D' regarding Acknowledgement of Entrepreneurial Memorandum Part-II.
 - b) Attested copy of latest VAT Clearance Certificate.
 - c) Performance Certificate of last two years as per (Appendix 'B').
 - d) Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by any Government and any Public Sector Undertaking (Appendix 'A')
 - e) Details of equipment, vehicles and machinery owned and possessed on date of submission of the tender.
 - f) Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any contract resulting there from.
 - g) Affidavit regarding compliance to Terms & Condition of Tender (Annexure 'E')

SIGNATURE OF THE TENDERER WITH SEAL