

कार्यालय आयुक्त उद्योग एवं विशिष्ट शासन सचिव, सीएसआर,
उद्योग भवन, तिलक मार्ग, जयपुर-302005

क्र. एफ31()आउ/आनि/स्टोर/ट्रॉफी/17/20

दिनांक:-24.03.2021

निविदा सूचना

निर्यात पुरस्कार 2020 हेतु प्रदाय किये जाने वाले स्मृति चिन्हों (ट्रॉफी) के क्रय हेतु मोहरबंद निविदायें आमंत्रित की जाती हैं। निविदायें इस कार्यालय में दिनांक 26.03.2021 प्रातः 11 बजे तक प्राप्त कर उसी दिन अपरान्ह 3 बजे उपस्थित निविदादाताओं के समक्ष खोली जाएंगी। किसी भी निविदा को बिना कारण बताये स्वीकार अथवा अस्वीकार करने का अधिकार अधोहस्ताक्षरकर्ता के पास सुरक्षित है। निविदा की शर्तों के विवरण एवं निविदा फॉर्म इस कार्यालय में निर्धारित शुल्क जमा कराकर कार्यालय समय में प्राप्त किया जा सकता है। स्मृति चिन्हों की संख्या आवश्यकता अनुसार बढ़ाई व घटाई जा सकती है।

क्र.सं.	क्रय की जाने वाली वस्तु	अनुमानित कीमत	निविदा फॉर्म शुल्क
1.	33 स्मृति चिन्ह	2.64 लाख रुपये	500/- रुपये (एमएसएमई इकाई के लिये 250/- रुपये)

स्मृति चिन्हों के नमूने का कार्यालय समय में निरीक्षण किया जा सकता है। निविदा फार्म एवं अन्य विवरण विभागीय वेबसाईट <http://industries.rajasthan.gov.in/content/industries/doi.html> तथा राज्य लोक उपापन पोर्टल <http://sppp.raj.nic.in> से भी डाउनलोड किया जा सकता है। डाउनलोड किये गये बिड फॉर्म को जमा कराते समय आयुक्त उद्योग, जयपुर के पक्ष में उक्तानुसार देय शुल्क की बैंकर्स चैक/डीडी/नकद प्राप्ति रसीद संलग्न करनी होगी।

UBN: DSI2021GSOB00042

(अर्चना सिंह)
आयुक्त, उद्योग

Form No.

GOVERNMENT OF RAJASTHAN
O/o COMMISSIONER OF INDUSTRIES & SECRETARY, CSR
UDYOG BHAWAN, TILAK MARG
JAIPUR – 302 005

BID DOCUMENTS
FOR SUPPLY OF
MOMENTOES FOR
RAJASTHAN EXPORT AWARDS-2020

GOVERNMENT OF RAJASTHAN
O/o COMMISSIONER OF INDUSTRIES & SECRETARY, CSR
UDHYOG BHAWAN, TILAK MARG, RAJASTHAN, JAIPUR-302005

NOTICE INVITING BIDS

NIB No. F()CI/Store/Trophy/2017

Dated: _____

1. Sealed Single Stage Two-parts unconditional Bids are invited on behalf of the Governor of Rajasthan/ Commissioner of Industries & Secretary, CSR, Tilak Marg, Jaipur-302005 for the procurement of Goods as listed below, from manufacturers/registered Bidder/bona-fide dealer **upto Time 11.00 AM of Date 26-03-2021.**
2. Supplies offered –

S.No.	Name of Item	Specifications	Quantity
1	2	3	4
1.	Momentoes	Which contains image of momento including specifications of Globe, Arch, Wooden base etc. It can also be seen at our Departmental Website www.rajind.rajasthan.gov.in. The ball should be manufactured in Brass having a Metallic gold & silver colour plated with Lac & Wax Polish. All these items must be treated for anti – tarnish. This should be further mounted on a wooden base having four metallic gold colour plated Pillars and legs with lac & wax polish. The wooden base should also have a plate, where the relevant matter is engraved. The momento should be covered with a acrylic case of 3 mm sheet	33

3. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc.
4. Bidding Document including the conditions of Contract, evaluation and qualification, Delivery Schedule, etc. can be seen at or obtained from the O/o Commissioner of Industries & Secretary, CSR, Udhog Bhawan, Tilak Marg,

Jaipur-302005 during office hours in working days up to 11 AM the date of opening of Bids, by paying a non-refundable price of Rs. 500/- (250/- in case of MSME) in the form of cash, **banker's cheque or Demand Draft of a Schedule Bank in India favour of COMMISSIONER, INDUSTRIES, JAIPUR.** Alternately, these may be seen and downloaded from the website of State Public Procurement Portal, <http://sppp.raj.nic.in> or official web site

<http://industries.rajasthan.gov.in/content/industries/doi.html> of the the Commissioner of Industries & Secretary, CSR, Udhyog Bhawan, Tilak Marg, Jaipur-302005 the price of Bidding Document may be paid along with user charges/processing fee, if any, at the time of submission of the Bid.

5. Bids, duly signed on all pages and serially numbered, properly bound, accompanied with the Bid Security Declaration according to 'Annexure - E' on Rs 50/- Stamp plus 30% Surcharge paid on stamp duty shall be submitted personally or by post in sealed envelopes upto 11-00 AM of 26-03-2021 to Commissioner of Industries & Secretary, CSR, Udhyog Bhawan, Tilak Marg, Jaipur-302005 by post bearing the reference to NIB and warning as:

"BID FOR NIB No F()CI/Store/Trophy/2017 for Supply of Mementoes. NOT TO BE OPENED BEFORE 3:00 PM on 26-03-2021", by post or by hand or dropped in the Bid Box at the office of the Commissioner of Industries & Secretary, CSR, Udhyog Bhawan, Tilak Marg, Jaipur-302005 upto 11:00 AM on 26-03-2021.

6. Bids received after the specified time and date shall not be accepted and returned unopened.
7. The **Bids shall be opened at 3:00 PM on 26-03-2021** in presence of the Bidders or their representative who wish to be present.
8. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
9. The Bidders shall submit a valid 'GST Certificate from the concerned Commercial Taxes Officer and the PAN issued by Income Tax Department.

Commissioner, Industries
& Secretary, CSR,
Udhyog Bhawan, Tilak Marg,
Jaipur-302005

BID FORM
PART – I : TECHNICAL OFFER

- I Subject:- BID for Supply of Mementoes for Rajasthan Export Award
- (mention the name of the articles for which the BID is submitted)
- II Name & full postal address of the firm submitting the BID -----

- III Addressed to: The Commissioner of Industries & Secretary, CSR, Government of Rajasthan, Udhayog Bhawan, Tilak Marg, Jaipur (Rajasthan) 302 005.
- IV Reference BID bearing reference number F () CI/Store/Trophy/2017 Dt. _____
- V Supplies offered –

S.No.	Name of Item	Specifications	Quantity
1	2	3	4
1.	Mementoes	Which contains image of momento including specifications of Globe, Arch, Wooden base etc. It can also be seen at our Departmental Website www.rajind.rajasthan.gov.in . The ball should be manufactured in Brass having a Metallic gold & silver colour plated with Lac & Wax Polish. All these items must be treated for anti – tarnish. This should be further mounted on a wooden base having four metallic gold colour plated Pillars and legs with lac & wax polish. The wooden base should also have a plate, where the relevant matter is engraved. The momento should be covered with a acrylic case of 3 mm sheet	33

- VI Estimated Cost: **Rs. 2.64 lacs(inclusive of all taxes)**
- VII Bid Security Declaration of **Rs. 2640/-, Rs. 1320/- for Sick Industries pending with BIFR, Rs 660/- for MSME (having UAM & valid PPC issued by DIC concerned) has been enclosed:** Yes/No
- VIII BID form selling Date
- IX **Last Date of acceptance of Form** Date **26-03-2021, 11:00 AM**
- X Date of opening of BID Date 26.03.2021, 3:00 PM
- XI We agree to abide by all the conditions mentioned in BID Notice No. F()CI/Store/Trophy/2017 Dated: ____ 2021 issued by the Commissioner of Industries & Secretary, CSR, Rajasthan, Jaipur and also the further conditions of the said BID Notice given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the terms mentioned therein).
- XII The rates for the supply of material are given on the specification sheet in a separate envelope marked "Financial Offer".
- XIII Goods will be delivered within a period of 20 days from the date of the receipt of firm order. Commissioner of Industries & Secretary, CSR, GoR has right to reduce and extend the time period of delivery.
- XIV Document Enclosed:
1. Bid Security Declaration on Rs 50/- Stamp plus 30% Surcharge paid on stamp duty.
 2. GST Registration Certificate.
 3. Declaration (Annexure B)
 4. Self-attested copy of Udhyog Aadhar Memorandum **in case of MSME.**

GOVERNMENT OF RAJASTHAN
O/o COMMISSIONER OF INDUSTRIES & SECRETARY, CSR
UDHYOG BHAWAN, TILAK MARG, RAJASTHAN, JAIPUR-302005

SPECIAL TERMS AND CONDITIONS OF THE BID

BID SECURITY Declaration : Rs. 2640/-, Rs. 1320/- for Sick Industries pending with BIFR, Rs 660/- for MSME (having UAM & valid PPC issued by DIC concerned) has to be enclosed according to the annexure E.

LAST DATE & TIME : 26.03.2021, 11:00 AM
OPENING DATE & TIME: 26.03.2021, 03:00 PM
ESTIMATED COST : Rs. 2.64 Lacs (Inclusive of all taxes)

N.B.1. These conditions should be read very carefully by the Bidder while filling in their bid form.

N.B.2. The last date and time of receipt of BID is as indicated above. Bids received after the specified time and date shall not be accepted and returned. The Bids of such firms/persons shall only be considered which has purchased the BID form from the O/o Commissioner of Industries & Secretary, CSR, Tilak Marg, Jaipur (Rajasthan)-302 005 by depositing the non-refundable fee prescribed for the BID documents or downloaded from website with prescribed fee. The Bids shall be opened on the date and time indicated above in the Commissioner of Industries & Secretary, CSR, Tilak Marg, Jaipur (Rajasthan)-302 005 in presence of such Bidders or their duly authorized representatives who wish to be present at the time of opening. If due to any reason the due date for opening the BID is declared a holiday, the Bids shall be opened on the next working day at the same time.

1. **Submission of Bid: Two Envelope System** – The Bids shall be submitted in accordance with the following procedure-

Bids shall be submitted in a sealed **outer envelope** to be addressed to the **Commissioner of Industries & Secretary CSR, Udyog Bhawan, Tilak Marg, Jaipur- 302 005**. The envelope shall bear name and full address of the Bidder and the following identification

“BID for----- (Name of the BID)

NIT No----- (Number from NIT)

Do not open before **26.03.2021, 03:00 PM** (Date & time for opening of the BID)”

This outer envelope shall contain the following two sealed envelopes:

- (1) **Envelope “A” – Technical Offer**

This envelope shall have the same identification as the outer envelope and in addition the mention – Envelope “A” – Technical Offer. It shall contain

- i) Bid Security Declaration
- ii) The original completely filled in Part-I of the BID documents duly signed and stamped on all pages.
- iii) All original information/supporting documents as mentioned and desired in Part-I of the BID document. Photocopy of the supporting documents should be duly attested/notorised.

It is to be noted that financial offer is NOT to be placed in this envelope. On any account, if financial offer is found in this envelope, the BID will be rejected.

- iv) The technical offer will be evaluated/examined on the basis of following parameters.

Sl. No.	Parameter for technical qualification
1.	Sample of Mementoes as per the specification given at V of Part-I of Technical Offer (on the basis of sample submitted by Bidder)
2.	Experience for making Mementoes(on the basis of certificate/work order submitted by Bidder).
3.	MSME Registration(on the basis of certificate submitted by Bidder)
4.	Work done at <u>State/National</u> level(on the basis of proof submitted by Bidder)
5.	Turn over minimum 5.00 lacs per annum in last 3 years(on the basis of CA certificate submitted in original by Bidder)

(2) Envelope "B" Financial Offer

This envelope shall have the same identification as to outer envelope and in addition the mention-Envelope "B" – Financial Offer. It shall contain only Part-II of the BID document (Specification-cum-Schedule of Rates) duly filled in, signed and stamped on each page.

The financial offer of only those Bidders will be opened whose technical offers are found to be substantially eligible in accordance with the BID stipulations

2. THE PRICES SHOULD INVARIABLY BE QUOTED ONLY ON PART – II of THE BID DOCUMENT IN THE SPACE PROVIDED FOR IT.The prices quoted shall remain fixed during the period of contract. **Bids shall be valid for a period of three (3) months from the date of opening of the Bids** for the purpose of communicating acceptance by Commissioner of Industries & Secretary, CSR, Jaipur. The Bids with validity of less than three months may not be considered. The validity can be further extended with mutual consent. The rates quoted are valid upto 31st March, 2021.
3. Bid by bona-fide dealers- BID shall be given only by bona-fide dealers/manufacture in the goods. They shall, therefore, furnish a declaration.

4. 1. Any change in the constitution of the firm, etc., shall be notified by the contractor in writing to the purchasing entity.
2. No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms and conditions and deposit a written agreement.
5. **GST Certificate:** - The GST Registration Certificate should be submitted without which the BID is liable to be rejected.
6. **BID forms shall be filled in ink or typed.** No BID filled in pencil shall be considered. The Bidder shall sign the BID form at each page and the end in token of acceptance of all the terms and conditions of the BID.
7. **Rate shall be written both in words and figures.** There should not be errors and/or over-writing. Corrections if any should be made clearly initialed with dates. The rates quoted should be including all taxes & levies.
8. **Correction of arithmetical errors:** Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids. 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.

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

9. **All rates must be FOR destination and should include all taxes and packing, forwarding, loading transportation and other charges.** The rates quoted otherwise ambiguous form is liable to be rejected. In case of local supplies also the rates should include all charges mention above and no cartage or charges for transportation will be given by Commissioner Industries and delivery of goods shall be given at premises of O/o Commissioner of Industries & Secretary, CSR, Udhog Bhawan, Tilak Marg, Jaipur – 302 005.
10. **Sample:** - Bids for articles marked shall be accompanied by one of sample of the articles Bided properly packed. Without sample bid liable to be rejected. The sample of memento must be as per the specifications given in point no. V of Technical Offer (Part-I) of this Bid Document and as per the model. The Model can be seen at in office hours in working days at the Room of Incharge of Store Section of O/o Commissioner of Industries & Secretary, CSR, Jaipur, Udhog Bhawan, Tilak Marg, Jaipur-302005.
11. **Bidder firm must have minimum turnover of Rs. 5.00 lacs per annum in last 3 financial years. CA certificate in original regarding turnover must be accompanied with Bid form.**
12. **Experience:** Bidder firm must have experience for making trophies for the bids invited. Experience will be evaluated on the basis of experience certificate/work order issued by the purchasing authority.
13. **Bidder firm must have experience for work done for state or national level.** Document in this regards must be accompanied with bid.
14. **MSME Unit availing the exemption from Bid Security have to submit self- attested copy of Udhog Aadhar Memorandum(UAM) and Price Preference certificate issued by Concerned District Industries Centre.**

General Terms & Condition of the Bid

1. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before quoting the rates, refer the same to the Purchase committee and get clarification.
2. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
3. Specifications: - (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the BID form and wherever article have been required according to ISI specifications, those articles should conform, strictly to those specifications and should bear such marks.

(ii) The supply of articles marked with asterisk/at serial number..... shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supply shall be of the best quality and description. The decision of the Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Bidders.

(iii) Warranty/Guarantee clause:- The Bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of 20 days from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 20 days, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchasing entity in that behalf will be final and conclusive), the purchasing entity will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality on such provisions relating to rejection of goods, etc., shall apply. The Bidder shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchasing Entity, otherwise the Bidder shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procuring Committee in that behalf under this contract or otherwise.
4. Inspection: -
 - (a) The Procuring Committee or the duly authorized representative shall at all reasonable time have access to the supplier's premises materials and workmanship of the goods/equipment machineries during manufacturing process or afterwards as may be decided.
 - (b) The Bidder shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name

and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

5. Samples: -

(i) Bids for articles marked within the schedule shall be accompanied by one of sample of the articles. Such sample if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or GR should be sent under a separate registered cover.

(ii) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample. the name of the Bidder and serial number of the item, of which it is a sample in the schedule.

(iii) Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

(iv) The Sample shall be collected by the Bidder on the expiry of stipulated period. The Purchasing Committee shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Purchasing Committee and no claim for their cost, etc., shall be entertained.

(v) Samples not approved, shall be collected by the unsuccessful Bidder. Government will not be responsible for any damage, wear and tear, or loss during testing, examination etc. during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

6. Rejection: -

(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Bidder at this own cost within the time fixed by the Purchasing entity.

(ii) If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchasing entity after giving an opportunity to the Bidder of being heard, shall, for reasons to the recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

7. The rejected articles shall be removed by the Bidder within 15 days of intimation of rejection, after which Purchasing entity shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Bidder's risk and on his account.

8. The Bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by rail and road delivery of the

material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the Bidder shall be liable to for loss and shortage found at the checking/ inspection of the materials by the consignee. No. extra cost on such account shall be admissible.

9. The contract for the supply can be repudiated at any time by the Purchasing entity, if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and recording the reasons for repudiation.

10. 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 a 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. If 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 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 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.

11. Delivery period: The Bidder whose BID is accepted shall arrange supplies within a period of 20 days from the date of supply order.

(1) Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services 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.
- (ii) 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.
- (iii) 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 be more than 50% 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.

(2) Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

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. In such cases, the quantity may be divided between the Bidder, 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.

12. Bid Security Declaration: -

Bidders shall have to submit a bid security declaration according to annexure E on Rs 50/- Stamp paper. Bid security shall be 1% of the estimated value of subject matter of procurement put to Bid. In case of Small-Scale Industries of Rajasthan, it shall be 0.25% and in case of sick industries, other than Small Scale Industries, whose case are pending with Board of Industrial and Financial Reconstruction, it shall be 0.5% of the value of Bid.

13. Performance security: -

- (1) The amount of performance security shall be 2.5 percent of the amount of supply order. In case of Small Scale Industries of Rajasthan, it shall be 0.5 percent of the amount of quantity ordered and in case of sick industries, other than Small Scale Industries, whose case are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be one percent of the amount of supply order.
- (2) Performance security shall be furnished in any one of the following forms: -
 - (a) Deposit through eGRAS.
 - (b) Bank Draft or Banker's Cheque of a scheduled bank.
 - (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - (d) Bank guarantee/s of scheduled bank. It shall be got verified from the issuing bank.
 - (e) Fixed Deposit Receipt (FDR) of scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity

shall ensure before accepting the fixed deposit receipt that the Bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- (3) Performance security furnished in the form specified in the clause (b) to (e) of sub-rule (2) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.
- (4) Forfeiture of performance Security amount in full or part may be forfeited in the following cases: -
 - (a) When any terms and conditions of the bid is breached.
 - (b) When the bidder fails to make complete supply satisfactorily.
 - (c) Notice of reasonable time will be given in case of forfeiture of performance security.

- 14. (i) All goods must be sent freight paid through Railway or goods transport. If goods are sent freight to pay, the freight together with departmental charge 5% of the freight will be recovered from the supplier bill.
- (ii) R.R. should be sent under registered cover through Bank only.

15. **Payment: -**

- (i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of dispatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the Bidder.
- (ii) Unless otherwise agreed between the party's payment for the deliver of the stores will be made on submission of bill in proper form by the Bidder to the Purchasing entity in accordance with GF&AR all remittance charges will be borne by the Bidder.
- (iii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.
- (iv) Payment in case of those goods which need testing shall have made only when such tests have been carried out, test results received conforming to the prescribed specification.

16. (i) The time specified for delivery in the BID form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

(ii) **Liquidated damages:** - In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of Stores which the Bidder has failed to supply: -

- {1} (a) delay up to one fourth period of the prescribed delivery period 2.5%
(b) Delay exceeding one fourth but not exceeding half of the prescribed Period 5%

{c} Delay exceeding half but not exceeding three fourth of the prescribed period. 7.5%

{d} delay exceeding three fourth of the prescribed period. 10%

{2} Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

{3} Maximum amount of liquidated damages shall be 10%.

{4} If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

{5} Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder.

17. **Recoveries: -**

Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinary by made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

18. If a Bidder imposes conditions which are in addition to or in conflict with the condition mentioned herein, his BID is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of BID issued by the Procuring Committee.

19. The assessment of bid shall be based on Quality of item offered. The Procuring Committee reserves the right to accept any BID, reject any BID without assigning any reasons

20. **Execution of agreement:**

- (a) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

- (b) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedure set out in the bidding documents.
- (c) The bidder shall be asked to execute the agreement on a non judicial stamp of specified value as its cost.
21. The Bidder shall furnish the following documents at the time of execution of agreement.
- (i) Attested copy of Partnership Deed in case of Partnership Firms.
 - (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - (iii) Address of residence and office, telephone numbers in case of Sole Proprietorship.
 - (iv) Registration issued by Registrar of Companies in case of Company.
22. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to the contract and whose decision shall be final.
23. All legal proceedings, if necessary, arise to institute by any of the parties {Government or Contractor} shall be lodged in courts situated in Rajasthan and not elsewhere.
24. Commissioner of Industries & Secretary, CSR, Government of Rajasthan reserves the right to accept or reject in part or fully any or all the bids without assigning any reasons whatsoever.

I / We have carefully read and understood the above terms and conditions of the BID and agree to abide by them.

Signature of Bidder with Seal

BID for supply of Mementoes for Rajasthan Export Award 2020
 BID Notice No F()CI/Store/Trophy/2017 Dated:
INFORMATION TO BE SUPPLIED BY THE BIDDER

1.	Name of the Bidder together with residential and office address	
2.	What is the total production capacity and turn- over per annum? (enclose CA Certificate in original for last 3 years for turnover)	
3.	What laboratory / testing arrangement exist at the works of the Bidder?	
4.	Bid Security Declaration Submitted. Yes/No	
5.	State whether all tests shall be carried out at the factory. If not, name of the place or laboratory where such tests shall be arranged by the Bidder.	
6.	State whether BID documents have been signed.	
7.	State whether sample enclosed or not	
8.	Work done at State/National/ International Level (submit proof)	
9.	Whether unit is MSME or not (enclose self attested copy of UAM)	

Annexure A : 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.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a 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 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.

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids 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 the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

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Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is PRINCIPAL SEC. INDUSTRIES, Jaipur
The designation and address of the Second Appellate Authority is SEC. (FINANCE) BUDGET Dept. Jaipur

(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 thereunder, 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 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 or 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) 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 of fee.

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कार्यालय आयुक्त, उद्योग विभाग राज. जयपुर

- (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 authorised representative.
- (6) Fee for filing appeal
- (a) Fee for first 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 or 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 or Second 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.

Annexure D : Additional Conditions of Contract**1. Correction of arithmetical errors**

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

- i. 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;
- ii. 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
- iii. 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 (i) and (ii) 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 Security Declaration shall be executed.

Procuring Entity's Right to Vary Quantities

- (1) At the time of award of contract, the quantity of Goods, works or services 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.

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.

- (iii) 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 be 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.

Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

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, in such cases, the quantity may be divided between the Bidder, 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.

Form of Bid-Securing Declaration

Date :
 Bid No. :
 Alternative No. :

To :

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed : _____

Name : _____

In the capacity of : _____

Duly authorized to sign the bid for and on behalf of :

Dated on _____ day of _____

Corporate Seal _____

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]



PART – II (FINANCIAL OFFER)

BID for supply of **Mementoes for Rajasthan Export Award-2020**
NIT No. F()CI/Store/Trophy/2017

Dated:

SPECIFICATION – CUM – SCHEDULE OF RATES

S.No.	ITEMS	QUANTITY REQUIRED IN NUMBERS	UNIT PRICE IN RS.	TOTAL COST IN RUPEES INCLUDING ALL TAXES AND LEVIES
1	2	3	4	5

Mementoes with following 33 specification:

Which contains image of momento including specifications of Globe, Arch, Wooden base etc. It can also be seen at our Departmental Website www.rajind.rajasthan.gov.in.

The ball should be manufactured in Brass having a Metallic gold & silver colour plated with Lac & Wax Polish. All these items must be treated for anti – tarnish.

This should be further mounted on a wooden base having four **metallic gold colour plated Pillars and legs with lac & wax polish**. The wooden base should also have a plate, where the relevant matter is engraved. The momento should be covered with an acrylic case of 3 mm sheet

(Rs.....
.....) only.

FORM OF AGREEMENT

An agreement made this.....day of..... between..... (hereinafter called "the approved Supplier" which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators) of the one part and the Governor of the State of Rajasthan (hereinafter called "the Government" which expression shall, where the context so admits be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the Government to supply to the O/o Commissioner of Industries & Secretary, CSR of the State of Rajasthan at the premises of the O/o Commissioner of Industries & Secretary, CSR), Udyog Bhawan, Tilak Marg, Jaipur-302005 all those articles set forth in the specification -cum- rate sheet appended hereto in the manner set forth in the conditions of the BID and contract appended herewith and at the rates set forth in column 4 & 5 of the said application-cum- rate sheet.

3. And whereas the approved supplier has deposited a sum of Rs.....in the form of: -

1. Post Office Cash Certificate.
2. Fixed deposits receipts of any Scheduled Bank.
3. Cash through Treasury Challan,
4. Treasury Savings Deposit Certificates and National Plan (Certificates being accepted at their surrender value), as security for the due performance of the aforesaid agreement.
5. Bank draft on a Scheduled bank.
6. Bank guarantee of a scheduled Bank.

4. Now these Presents Witness: -

1. In consideration of the payment to be made by the Government through the O/o Commissioner of Industries & Secretary, CSR, Government of Rajasthan, Udyog Bhawan, Tilak Marg, Jaipur(Rajasthan)302005 at the rates set forth in the specification-cum- rate sheet hereto appended, the approved supplier will duly supply the said articles set forth in column 2 thereof in the manner set forth in the conditions of the BID and contract.

2. The conditions of BID and contract as enclosed to the BID notice no F(CI/Store / Trophy/2017 Dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

3. Letters Nos-----received from Bidder and letter No-----
---issued by the Government and appended to this agreement shall
also form part of this agreement
4. The Government do hereby agree that if the approved supplier shall duly
supply the said articles in the manner aforesaid observe and keep the said
terms and conditions, the Government will through the O/o Commissioner
of Industries & Secretary, CSR, Government of Rajasthan,
Udyog Bhawan, Tilak Marg, Jaipur (Rajasthan) 302005 pay or cause to be
paid to the supplier at the time and the manner set forth in the said
conditions, the amount payable for each and every consignment.
5. The delivery shall be effected and completed within a period of 20 days
from the date of order.
6. (1) If the Bidder fails to deliver the goods within the period specified in the
BID form, the Commissioner of Industries may, at his discretion, allow the
extension of time subject to recovery from the Bidder as agreed,
Liquidated damages and not by way of penalty a sum equal to the
following percentage of the value of stores which the Bidder has failed to
supply for period of delay as stated below: -
 - a. Delay up to one fourth period of the prescribed delivery period -
2.5%
 - b. Delay exceeding one fourth but not exceeding half of
the prescribed delivery period -5%
 - c. Delay exceeding one fourth but not exceeding three- fourth of the
prescribed delivery period - 7.5%
 - d. Delay exceeding three fourth of the prescribed delivery period -
10%

- Note: - i) Fraction of a day in reckoning period of delay in supplies shall be
estimated if it is less than half a day.
- ii) The maximum amount of agreed Liquidated damages shall be 10%
 - iii) If the supplier requires an extension of time in completion of contractual
supply on account of occurrence of any hindrance, he shall apply in
writing to the authority which had placed the supply order, for the same
immediately on occurrence of the hindrance but not after the
stipulated date of completion of supply.

(2) Delivery period may be extended with or without liquidated damages if
the delay in the supply of goods is on account of hindrances beyond the
contract of the bidder.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Commissioner of Industries & Secretary, CSR, Government of Rajasthan and the decision of the Commissioner of Industries & Secretary, CSR, Government of Rajasthan shall be final.

In Witness whereof the parties hereto have set their hands on the..... day of.....

Signature of the approved supplier

Signature for and on behalf of the Governor
Designation

Date

Date

Witness No. I

Witness No. I

Witness No. II

Witness No. II

SIGNATURE OF BIDDER WITH SEAL

