

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.

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

Phone: 0141-2227267 * Fax 014-5115766

Website: www.rajsico.gov.in * e-mail: rajsico@rajasthan.gov.in

CIN:- U91110RJ1961SGC001118

क्रमांक / राजसिको / सा0प्र0 / 2017-18 / 5140-46 दिनांक 18.9.17

मैसर्स हरिहर प्रिण्टर्स, जे-97, अशोक चौक, आदर्श नगर, जयपुर
मैसर्स त्रिरूपति आर्ट प्रिण्टर्स, के-144, लक्ष्मणपथ, श्यामनगर, सोडाला, जयपुर
मैसर्स प्रिण्ट ओ प्रिण्ट, 2080, बद्रीनाथजी का चौक, चौदपोल बाजार, जयपुर
मैसर्स विलिंग्टन प्रिण्टर्स, 2079, खजाने वालो का रास्ता, चौदपोल बाजार, जयपुर
मैसर्स ए0बी0एन्टरप्राइजेज, म0नं0 2565, तेलीपाडा, चौडा रास्ता, जयपुर
मैसर्स श्री हैण्डमेड पेपर इण्डस्ट्रीज, 1783, दीवानबाग, चौद की गली, तेलीपाडा, जयपुर
मैसर्स ओमकार एन्टरप्राइजेज, 98, विश्वेसरीय नगर, एक्सटेन्शन, त्रिवेणी नगर, गोपालपुरा बाईपास, जयपुर

विषय:-स्टेशनरी प्रिण्ट करवाने एवं कय करने बाबत।

महोदय,

निगम, द्वारा स्टेशनरी प्रिण्ट करवाये जाने वाले आईटम्स एवं स्टेशनरी कय की जाने वाले आईटम्स की निविदा प्रपत्र संलग्न कर भिजवाया जा रहा है। अतः आप संलग्न निविदा में स्टेशनरी एवं स्टेशनरी प्रिण्ट की आपूर्ति की दरें संलग्न एनेक्सरो में भरकर सात दिवस में प्रस्तुत करें।

नोट:-कृपया जी एस टी अलग से दर्शावें।

संलग्न:-उपरोक्तानुसार

भवदीय,

(रवि शंकर अग्रवाल)

महाप्रबन्धक(सा0प्र0)

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THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.

(A Government of Rajasthan Undertaking)

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

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Website: www.rajsico.gov.in * e-mail: rajsico@rajasthan.gov.in

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Tender Form

1. Tender for stationery item (name of the articles for which the tender is submitted.
2. Name and postal address of the firm submitting the tender.
3. Addressed to:
4. Reference
5. The tender fee amounting to Rs. _____ Has been deposited vide cash receipt No. _____ date _____
6. We agree to abide by all the conditions mentioned in Tender Notice Number dated _____ issued by _____ and also the further conditions of the said Tender 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).
7. The rates for the printing work are given in schedule and the quantity to be supplied noted against each. **ANNEXER - A, B, C, D**
8. Goods will be delivered within a period of _____ from the date of the receipt of firm order/goods will be delivered as under.

Quantity	Period/Date if any
----------	--------------------
9. The rates quoted above are valid upto _____. The period can be extended with mutual agreement.
10. Bank Draft/Bankers Cheque No. _____ drawn on _____
(name of bank) Cash Receipt No. _____ dt. _____ for Rs. _____
To cover earnest money is enclosed.

DECLARATION BY TENDERER

I/We declare that I am/We are authorised Dealers/Dealer/Sole Selling/Bona fide/Mfg./Whole Seller/Sole Distributors/Marketing Agent in the goods for which I/We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action That may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Signature of the Tenderer.

CONDITIONS OF TENDER AND CONTRACT FOR LIMITED TENDER

Note: Tenderers should read these conditions carefully and comply strictly while sending their tenders.

1. Tenders must be sent in a properly sealed envelope according to the directions given in the tender notice.
2. "Tenders by bona-fide Dealer/Printers" Tenders shall be given only by bona-fied Dealers/Printers in the goods. They shall, therefore, furnish a declaration in the SR FORM.
3. (i) Any change in the constitution of the firm, etc., shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relive any former member of the firm, etc. from any liability under the contract.
(ii) No. new partner/partners shall be accept in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms. conditions and deposit with the Purchase Officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. Tender form shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
5. Rates shall be written both in words and figures. There should not be errors and/or over writings. Corrections if any, should be made clearly and initialed with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
6. All rates quoted must be FOR destination and should include all incidental charges except octroi, Central/Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes etc. and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchase Officer. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates therefore should be exclusive of octroi, and local tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
7. (i) Comparison of rates:- In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall included.
(ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Sales tax shall be included.
8. **Price Preference:**
 - (i) Price preference will be given to the goods produced or manufactured by Small and Cottage Industries of Rajasthan over goods produced or manufactured by Small and Cottage Industry from outside Rajasthan. large

and medium Industries in Rajasthan and from outside Rajasthan as per purchase of stores (preference to Cottage and Small Scale Industries) Rules 1966.

- (ii) Price Preference will also be given to the goods produced or manufactured by and medium scale industries or Rajasthan over goods produced or manufactured outside Rajasthan or imported from abroad under Purchase of Stores (Preference to large and medium Scale Industries) Rules, 1996

9. **Validity:** Tenders shall be valid for a period ~~30~~ 90 days from the date of opening of tender.

10. 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 signing the contract, refer the same to the Purchase Officer and get clarifications.

11. The Contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

12. Specifications:

- (i) All article supplied shall strictly conform to the specifications. trade mark laid down in the tender form and wherever articles 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 supplier shall be of the very best quality and description. The decision of the Purchase Officer/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 tenderers.
- (iii) Warranty/Guarantee clause: The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of _____ days/months from the date of delivery of the said goods/stores/articles, to the 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 _____ days/months, the said goods/stores/articles, to the 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 _____ days/months, the said goods/sotres/articles, be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser 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 rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods etc. shall apply. The tenderer shall if so called upon to do, replace the goods etc. or such portion thereof as is

rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reasons of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right to the Purchase Officer in that behalf under this contract or otherwise.

- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The tenderer shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect etc.
- (v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

13. Inspection:

- (a) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.
- (b) The tenderer 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.

- 14. **Samples:** Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples 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 G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythens bags at the cost of the tenderer.
- 15. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.
- 16. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The Govt. shall not be responsible for any damage, wear and tear or loss, during testing, examination, etc. during the period these samples are retained.

The sample shall be collected by the tenderer on the expiry of stipulated period. The Corpn. shall in no way make arrangements to return the samples. The samples uncollected with 9 months after expiry of contract shall be forfeited by the Corporation and no claim for their cost etc. shall be entertained.

17. Samples not approved shall be collected by the unsuccessful tenderer. The corporation 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.
18. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved. Samples where necessary or prescribed or practical, tests shall be carried out in Govt. Laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
19. **Drawal of samples:** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorised representative and properly sealed in the their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the officer for reference and record.
20. **Testing Charges:** Testing charges shall be borne by the Corpn. in case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
21. **Rejection:**
 - (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.
 - (ii) If, however due to exigencies of Corpn. work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
22. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection after which Purchase Officer shall not be responsible for any loss, shortage or damages and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
23. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and 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 tenderer shall be liable to make good such loss and shortage found at the checking /inspection of the materials by the consignee. No extra cost on such account shall be admissible.

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

25. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

26. Deliver Period :

(i) The Tenderer whose tender is accepted shall arrange supplies within a period of 30 days from the date of supply order or as per supply order of RSIC. The rates so approved shall remain valid for a period *1.2 m or 1 1/2 yrs from the date of execution of contract.*

(ii) *Extend of quantity - Repeat orders :* if the orders are placed in excess of the quantities shown in tenderer the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tenderer provided that the repeat orders are upto 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

(iii) If the Purchase officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

27. Earnest money :-

(a) Tender shall be accompanied by an earnest money of Rs. _____ without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of _____.

(i) Cash through Receipt No. _____ date _____ deposited under head "Earnest money & Security Deposited" of Corporation.

(ii) Bank Drafts/Bankers Cheque of the scheduled bank

(b) *Refund of Earnest Money:-* The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

(c) *Exemption from Earnest Money:-* firms which are registered with the Director of Industries and Supplies, Rajasthan need not furnish the amount of earnest money respect of items for which they are registered as such, subject to their furnishing registration certificate in original or a Photostat copy or a copy thereof duly attested by any Gazetted Officer alongwith a competency Certificate from the Director of Industries, Rajasthan.

(d) The Central Government and Govt. of Rajasthan Undertaking need not furnish any amount of earnest money.

(e) The earnest money/security deposit lying with the Department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security

money for the fresh tenders. The earnest money may however, be taken into consideration in case tenderers are re-invited.

28. Forfeiture of earnest money: The earnest money will be forfeited in the following cases:-

- (i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When tenderer does not execute the agreement if any prescribed within the specified time.
- (iii) When the tenderer does not deposit the security money after the supply order is given.
- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

29. (1) Agreement and Security Deposit

- (i) Successful tenderer will have to execute an agreement in the Form 2 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted subject to the maximum of Rs. 50,000/- within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.
 - (ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The security amount shall in no case be less than earnest money.
 - (iii) No interest will be paid by the department on the security money.
 - (iv) The forms of security money shall be as below :-
 - (a) Cash/Bank Draft/Bankers Cheque/
 - (b) Post-Office Savings Bank Pass Book duly pledged.
 - (c) National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under national Saving Scheme for Promotion of small savings issued by a post office in Raj. If the same can be pledged in favour of Corporates. These certificates shall be accepted at surrender value.
 - (v) The Security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.
- (2)**
- (i) Firms registered with the director of Industries, Rajasthan in respect of Stores for which they are registered, subject to their furnishing the registration and prescribed Competency Certificate in original form the Director of Industry or a Photostat copy or a copy thereof duly attested by any Gazetted officer will be exempted from furnishing Security money.
 - (ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

- (3) Forfeiture of Security Deposit : - Security amount in full or part may be forfeited in the following cases : -
- (a) When any terms and conditions of the contract is breached.
 - (b) When the tender fails to make complete supply satisfactorily.
 - (c) Notice of reasonable time will be given in case of forfeiture of Security Deposit. The decision of the Purchase Officer in this regard shall be final.
- (4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
30. (i) All goods must be sent freight paid through Railways 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 suppliers bill.
- (ii) R. R. should be sent under Registered cover.
 - (iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire railway freight will be borne by the Department.
 - (iv) Remittance charges on payment made shall be borne by the tenderer.

31. Insurance:

- (i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be insure the valuable goods against loss by theft, destruction damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne will be borne by the supplier and State will not be required to pay such charges, if required.
- (ii) The articles may also be got insured at the cost of the purchaser, if so desired by the Purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

32. Payments :

- (ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with GF & AR all remittance charges will be bore by the tenderer.
- (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 be made only when such tests have been carried out, test results received conforming to the prescribed specification.
33. (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- (iii) Liquidated Damages: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the tenderer has failed to supply : -
- | | |
|--|------|
| (1) (a) Delay up to one fourth period of the | 2½ % |
| the prescribed delivery period. | |
| (b) Delay exceeding one fourth but not | 5% |
| exceeding half of the prescribed period | |
| (c) Delay exceeding half but not exceeding three | 7½ % |
| fourth of the prescribed period. | |
| (d) Delay exceeding three fourth of the | 10 % |
| Prescribed period. | |
- (2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (3) The 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 tenderer.
34. Recoveries: Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be 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 liquidated 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.
35. Tenderers must make their own arrangements to obtain import license, if necessary.
36. If a tenderer imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tender 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 tender issued by the Purchase Officer.

37. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one form/supplier.
38. The tenderer 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 incase partnership firm is registered with register of Firms.
 - (iii) Address of residence and officer, telephone numbers in case of Sole proprietorship.
 - (iv) Registration issued by Registrar of Companies in case of Company.
39. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the terms of the contract, the matter shall be referred to by the Parties to the Chairman & Managing Director of the Corporation who will be the Sole Arbitrator of the dispute. The Contractor has accepted this condition knowing that the Chairman & Managing Director has its own interest in the affairs of the Corporation.
40. All legal Proceedings. If necessary arises to institute may be any of the Parties (Corporation or Contractor) shall have been lodged in courts situated in Jaipur and not elsewhere.
41. I/We will abide by all above terms and conditions.

Signature of Tenderer.

AGREEMENT

1. 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 Rajasthan Small Industries Corporation Ltd., (hereinafter called "The Corporation" 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 Corporation to supply to the Corporation at its Head Office, Udyog Bhawan, Jaipur, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column order of the said schedule.
3. And whereas the approved supplier has deposited a sum of Rs. _____ in _____
(1) Cash/Bank Draft/Banker Cheque No. _____
Dated _____
4. Now these presents witness:
 - (1) In consideration of the payment to be made by the Corporation through cheque at the rate set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in order and schedule thereof in the manner set forth in the conditions of the tender and contract.
 - (2) The conditions of the tender and contract for open tender notice No. _____ 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 tendered and letters Nos. _____ issued by the Corporation and appended to this agreement shall also form part of this agreement.

(4) (a) The Corporation 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 corporation will through Cheque pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of payment will be as specified below:

5. The delivery shall be effected and completed within the period noted below from the date of supply order:-

S. No.	Items	Quantity	Delivery Period
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6. (1) (i) In case of extension in the deliver period with liquidated damages, the recovery shall be made on the basis of the following percentages of value of stores which the tender has failed to supply :-

(a)	Delay up to one forth period of the prescribed deliver period	2.5%
(b)	Delay exceeding one forth but not exceeding half of the prescribed deliver period	5%
(c)	Delay exceeding one fourth but note exceeding three fourth of the prescribed deliver period	7.5%
(d)	Delay exceeding three fourth of the prescribed deliver period	10%

NOTE :

- (i) Fraction f a day in reckoning 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) If the supplier requires an extension of the time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority, which had placed the supply order for the same immediately on occurrence of completion of supply.

(2) Delivery period may be extended with or without liquidated damages if on account of hindrances beyond the control of the tenderer.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Corporation and decision of the Corporation 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 Corporation.

Date:

Designation

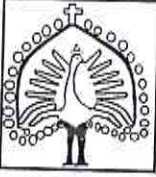
Date:

Witness No. 1

1. Witness

Witness No. 2

2. Witness

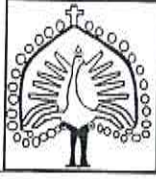


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 CIN:- U91110RJ1961SGC001118

स्टेशनरी प्रिंटिंग करवाये जाने वाले आइटमों का विवरण निम्नानुसार है:-

क्र.सं.	विवरण	साईज	मात्रा	दर	राशि
1	केश मीमो बुक(तीन कापी में) शिरपुर पेपर मील लाल,हरा,सफेद पेपर	18X 22 / 8	600		
2	फिजीकल वरीफिकेशन लिस्ट 1+1 में 25 सेट	—	100		
3	गोपनीय प्रतिवेदन(एसीआर) ग्रुप-बी		200		
4	डी.ओ.पत्र(जर्मन पेपर) साधारण (तीन कलर में)	A/ 4	8 पेड		
5	डी.ओ.पत्र(जर्मन पेपर) एम्बोसड,अशोक चक्र सहित चार कलर में	A/ 4	8 पेड		
6	डी.ओ.पत्र(जर्मन पेपर) एम्बोसड,अशोक चक्र सहित	A/ 4 / 2	8 पेड		
7	विजिटिंग कार्ड एम्बोसड तीन कलर में अशोक चक्र सहित	—	1000 नग		
8	विजिटिंग कार्ड साधारण दो कलर	—	600		
9	वार्षिक प्रतिवेदन वर्ष 2016-17	18X 23 / 4	400 बुक		
10	वार्षिक प्रगति प्रतिवेदन वर्ष 2017-18	18X 22 / 8	500 बुक		
11	इन्वाइस बुक(आर एम)		20 बुक		

दरें समस्त प्रभारों सहित होगी।(जीएसटी पृथक से दर्शावें।

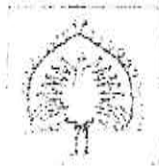


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निम्नलिखित स्टेशनरी क्रय करने हेतु विवरण:-

क्रसं	विवरण	साईज	मात्रा	दर प्रति नग	राशि
1	फोटो स्टेट पेपर रीम ए4 75ग्राम 500सीट रेड पेकिंग	जेके	200		
2	फाईल कवर सुपिरियर 27 किलोग्राम 6 आईलेश 2.5 इन्च पट्टी प्रिन्टेड विथ आरएसआईसी	सिरपुर मिल्स	500		
3	प्लास्टिक फोल्डर आरएसआईसी प्रिन्टेड ए4	—	500		

दरें समस्त प्रभारो सहित होगी।(जीएसटी पृथक से दर्शावें।



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SCHEDULE SPECIFICATION OF ANNUAL REPORT

Size 18 x 23 x 4 Language English 125 Copies

And Hindi 275 Copies total page 66 i.e.48

Pages on 80 GSM Maplitho paper and 8 Pages

On Art paper of 130 GSM

S.No.	Particulars	Amount
1.	58 Pages DTP Composing	
2.	48 Pages on 80 GSM Mapplitho Paper in single Colour processing, plate making and plate printing in black ink.	
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वार्षिक प्रगति प्रतिवेदन की स्पेसिफिकेशन रिपोर्ट

साईज 18 X 22 X 8

हिन्दी में 500 कापी पेज 16

पेज 80 जी. एस. एम. मेपलिथो पेपर में

क्रसं	विवरण	राशि
1	16 पेज डी.टी.पी. कम्पोजिंग	
2	16 पेज जी. एस. एम. मेपलिथो पेपर सिंगल कलर में काली स्याही में प्रिंटिंग	
3	आगे कवर टाईटल सहित एवं पीछे का कवर दोनो मल्टीकलर में एवं मुद्रण हिन्दी भाषा में आंकडे अंग्रेजी भाषा में प्रिंटिंग	
4	कवर आर्ट कार्ड 300 जी. एस. एम. का प्रयोग हो	
5	आगे एवं पीछे का कवर लेमिनेशन किया हुआ हो	
6	किताब पीन बाईडिंग हो	

दरें समस्त प्रभारो सहित होगी। (जीएसटी पृथक से दर्शावें।

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.

Signature of Tenderer _____

Annexure-B

Declaration by The Bidder regarding Qualification

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of

..... in response to their Notice Inviting Bid No.

Dated.....

I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership , bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:

Signature of Bidder

Place :

Name:

Designation:

Address:

Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for Filing Appeal

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

(7) Procedure for disposal of appeal

- (a) The 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 thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

Signature of Tenderer _____

Form No. – 1 Memorandum of Appeal (See sub-rule 1 of rule 83)

Memorandum of Appeal under the Rajasthan Transparency in Public

Procurement Act, 2012

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

1 Particulars of appellant:

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

2. Name and address of the respondent(s)

- (i)
(ii)
(iii)

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

.....

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

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

6. Grounds of appeal:-

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

7. Prayer
.....

Place

Date

Signature of Tenderer

Additional Conditions of Contract

1. Correction of arithmetic errors.-

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

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

2. Procuring Entity's Right to vary Quantities.-

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

Signature of Tenderer _____