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

UBN is: RSI2122SSOB00008

दी राजस्थान स्माल इण्डस्ट्रीज कारपोरेशन लि०, जयपुर में लेखा एवं विधिक कार्यो हेतु समन्वयक सेवाएं एक वर्ष के लिए उपलब्ध कराने हेतु पंजीकृत बोलीदाता / संवेदकों से द्वि भाग (Two Bid) बिड सील बन्द लिफाफे में निम्नानुसार आमंत्रित की जाती है।

क्रसं	आवश्यक सेवायें	अनुमानित संख्या / राशि	बोली प्रतिभूति राशि	बिड प्रपत्र राशि	आवेदक	बिड प्रस्तुत करने की अन्तिम तिथि एवं समय	बिड खोलने की तिथि एवं समय
1	लेखा एवं विधिक कार्यो हेतु समन्वयक सेवाएं	5.00 लाख प्रति वर्ष	10000 / -	500 / -	(Chartered Accountant /C.A. Firms)	30.12.2021 अपरान्ह 1 बजे	30.12.21 अपरान्ह 3 बजे

लेखा एवं विधिक कार्यो हेतु समन्वयक सेवाएं की पात्रता, प्रतिनियुक्ति शर्तें, आवेदन पत्र, विभिन्न तिथियां तथा अन्य जानकारी कार्यालय में तथा स्टेट पोर्टल (sppp.rajasthan.gov.in) एवं निगम की वेबसाईट <http://industries.rajasthan.gov.in/rajsico> पर देखी जा सकती है।

विशेषाधिकारी(पी०एण्डए०)

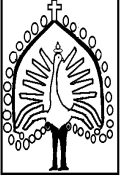
लेखा एवं विधिक कार्यों हेतु समन्वयक सेवाएं

योग्यता

1. चार्टर्ड एकाउन्टेन्ट एवं एलएलबी योग्यताधारक जिसको न्यूनतम 10 वर्षों का कार्य अनुभव हो।
2. आईसीडब्ल्यू/कम्पनी सचिव/एमबीए योग्यता धारकों को प्राथमिकता दी जावेगी।

लेखा एवं विधिक कार्यों हेतु समन्वयक सेवाओं हेतु तकनीकी बिड के नियम एवं शर्तें:-

1. संवेदक द्वारा तकनीकी प्रस्ताव व वित्तीय प्रस्ताव पृथक-पृथक प्रस्तुत किये जायेंगे।
2. तकनीकी बिड स्वीकार करने हेतु पात्रता की शर्तें:-
 - (a) बोली प्रतिभूति राशि 10000/-रु0 व बिड शुल्क 500/-रु का डी.डी./बैंकर्स चेक का बैंकर चेक/ड्राफ्ट जो दी राजस्थान स्माल इण्डस्ट्रीज कारपोरेशन लि0, जयपुर के नाम से देय हो।
 - (b) पैन-कार्ड की प्रमाणित छाया प्रति।
 - (c) श्रम विभाग, पीएफ विभाग एवं ईएसआई विभाग में पंजीयन प्रमाण-पत्रों की प्रमाणित प्रतियां (जो भी लागू हो)
 - (d) राजस्थान व वस्तु एवं सेवाकर विभाग में पंजीयन प्रमाण-पत्रों की प्रमाणित प्रति।
 - (e) राजस्थान दुकान एवं वाणिज्य संस्थान अधिनियम 1958 या इण्डियन पार्टनरशिप एक्ट 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत पंजीकरण का प्रमाण पत्र (जो भी लागू हो)
 - (f) मूल बिड प्रपत्र एवं शर्तें मय परिशिष्ट (Annexure A to D) के प्रत्येक पृष्ठ पर बिडदाता फर्म/कम्पनी की मोहर सहित हस्ताक्षर अंकित हो।
 - (g) चार्टर्ड एकाउन्टेन्ट /आईसीडब्ल्यू/कम्पनी सचिव/एमबीए योग्यता प्रमाण पत्रों एवं अनुभव प्रमाण पत्रों की प्रमाणित छाया प्रति सलग्न करे।
 - (h) संवेदक द्वारा लेखा एवं विधिक कार्यों हेतु एक समन्वयक उपरोक्तानुसार चार्टर्ड एकाउन्टेन्ट एवं एलएलबी योग्यताधारक को कम से कम आधा दिवस और आवश्यकतानुसार अधिक समय के लिये राजसिको मुख्यालय में उपलब्ध करना होगा। जिसकी आयु 45 वर्ष से अधिक नहीं होनी चाहिये।

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लेखा एवं विधिक कार्यों हेतु समन्वयक सेवाओं के लिए बिड-प्रपत्र (तकनीकी बिड)पार्ट-ए

दी राजस्थान स्माल इण्डस्ट्रीज कारपोरेशन लि०, जयपुर में लेखा एवं विधिक कार्यों हेतु समन्वयक सेवाओं के लिए तकनीकी बिड प्रपत्र :-

1-बोलीदाता/संवेदक का विवरण

नाम:-

पता:-

टेलीफोन नं०/मोबाईल नं०

ई.मेल पता

2-बिड शुल्क जमा कराने का विवरण

राशि रुपये.....डी०डी०/बैंकर चैक संख्यादिनांक.....

बैंक का नाम.....

3-बोली प्रतिभूति राशि जमा कराने का विवरण:-

राशि रुपये.....डी०डी०/बैंकर चैक संख्या.....दिनांक.....

बैंक का नाम.....

4-रजिस्ट्रेशन इत्यादि का विवरण:-

क्रसं	विवरण	रजिस्ट्रेशन नं.	वर्ष	पंजीकरण दिनांक	संलग्नक क्रमांक
1	राजस्थान अनुबन्धित श्रमिक (नियमन व उन्मूलन) अधिनियम, 1970				
2	कर्मचारी भविष्य निधि अधिनियम, 1952				
3	कर्मचारी राज्य बीमा अधिनियम, 1948				
4	वस्तु सेवा कर (जीएसटी)				
5	आयकर (पैन नम्बर)				
6	राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958 या इण्डियन पार्टनरशिप एक्ट 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत				
7	Chartered Accountant Certificate का विवरण				
8	LLB Certificate का विवरण				
9	अन्य शैक्षणिक योग्यता का विवरण (योग्यता अंकित करें)				

नोट:-

- जो भी लागू हो, उनमें सूचनायें अंकित करें।
- उक्त रजिस्ट्रेशन के संबंध में सत्यापित दस्तावेज बिड प्रपत्र के साथ संलग्न करना अनिवार्य है।

5-कार्य का अनुभव का विवरण:-

क्रसं	संस्था का नाम	कार्य की अवधि

नोट:-

6-बोली दाता/संवेदकके बैंक की डिटेल:-

बैंक कानाम मय ब्रान्च.....

खाता नं.....

खाते का प्रकार.....

आईएफएससी कोड.....

मैंने/हमने दी राजस्थान स्माल इण्डस्ट्रीज कारपोरेशन लि०,जयपुर द्वारा जारी की गयी बिड सूचना संख्या दिनांक में वर्णित एवं बिड प्रपत्र के साथ संलग्न समस्त शर्तों को स्वीकार करने के साक्ष्य के रूप में मैंने /हमने हस्ताक्षर किये है जिन्हें मैं/हम मानने के लिए बाध्य हूँ/हैं।

दिनांक:

बोलीदाता/संवेदक के हस्ताक्षर
(मय सील)

बोलीदाता/संवेदक द्वारा की जानी वाली घोषणा

यदि मेरे/हमारे द्वारा दिये गये उक्त तथ्य गलत पाये गये तो निगम प्रशासन कोबिना किसी पत्र/नोटिस के मेरी/हमारी कार्य सम्पादन प्रतिभूति राशि जब्त करने एवं उक्त बिड को निरस्त करने का पूर्ण अधिकार दी राजस्थान स्माल इण्डस्ट्रीज कारपोरेशन लि०,जयपुर को प्रदत्त करता हूँ/करते है।

बोलीदाता/संवेदक के हस्ताक्षर
(मय सील)

SCOPE OF WORK

CO-ORDINATOR SERVICES FOR ACCOUNTS & LEGAL WORK

1. Security and compilation of monthly accounting returns received from various units / cell for RSIC and submitted before management for perusal and review of activities.
2. Coordination for preparation of Annual Accounts of various cell/units and complied/consolidated Accounts of the Company and get audited from Statutory Auditor and submitted before Audit Committee as well as BOD for approval. After approval same is submitted to AG Rajasthan for conducting supplementary audit for their comments, thereafter comments of CAG submitted before AGM.
3. After finalization of Accounts, to get conducting Tax & GST Audit and file annual tax return in the time from nominated CA Firm.
4. Co-ordinate with respective CA firm in respect to TDS,GST and other taxation matters (including demands/refunds etc.)
5. Co-ordination/supervision/preparation necessary accounts of work relating to Gratuity/PF/EDLI etc.
6. Presentation on behalf RSIC before AG/CAG routine Audit.
7. Preparation of Agenda items for Audit Committee Meetings from time to time.
8. Consultation for Replies of AG/CA audit paras and getting them dropped.
9. Preparation of Half yearly accounts for the year and submit before Audit Committee as well as BOD.
10. Preparation of Revised Budget Estimates and Budget Estimates of RSIC and submitted before the BOD for its approval.
11. Any Other work assigned by OSD/CAO/MD from time to time.
12. Scrutiny and consultation of personnel matters and file submitted to OSD(P&A).
13. Scrutiny of tenders documents in the light of RTTP Act and other rules of Government.
14. Consultation on matter, relating to other activities of RSIC
15. Coordination of legal cases with legal retainer advocates and corporation management.

वित्तीय बिड की शर्तें एवं नियम

1. तकनीकी बोली में क्वालिफाइड/सफल बोलीदाता/संवेदक की ही वित्तीय बोली/प्राईस बिड खोली जायेगी।
2. वित्तीय बिड में अंकित दरों में यदि शब्दों और अंकों के मध्य कोई विसंगति है तो शब्दों में व्यक्त की गई रकम तब तक अभिभावी होगी जब तक की शब्दों में अभिव्यक्ति रकम कोई अंक गणितीय त्रुटि से संबंधित नहीं हो। इस संबंध में राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 के नियम 64 के अनुसार कार्यवाहीकी जाकर निर्णय लिया जा सकेगा।

बिड की सामान्य नियम एवं शर्तें :-

1. यह द्वि भाग (Two Bid) बिड बिना किसी शर्त स्वीकार की जायेगी।
2. संवेदक द्वारा लेखा एवं विधिक कार्यों हेतु समन्वयक सेवाओं देय राशि पर वस्तु एवं सेवाकर (जीएसटी)की राशि अतिरिक्त रूप से देय होगी। सभी प्रकार के करों को जमा करवाने की जिम्मेदारी संवेदक की ही होगी। संवेदक द्वारा गत माह में जमा कराये गये वस्तु एवं सेवाकर (जीएसटी)के चालान की प्रति आगामी माह के बिल के साथ अनिवार्य रूप से संलग्न की जायेगी। वस्तु एवं सेवाकर (जीएसटी)की राशि जमा कराने के प्रमाण स्वरूप चालान की प्रति प्रस्तुत नहीं किये जाने पर आगामी माह के बिल में वस्तु एवं सेवाकर (जीएसटी)का भुगतान नहीं किया जायेगा। उक्त स्थिति में वस्तु एवं सेवाकर (जीएसटी)के संबंध में उत्पन्न होने वाले किसी भी प्रकार के दायित्व के निर्वहन का उत्तरदायित्व संवेदक का होगा।
3. यदि संवेदक एवं कार्य पर लगाये गये समन्वयक के मध्य कोई विवाद उत्पन्न होता है तो उसकी प्रबंधकीय जिम्मेदारी संवेदक की होगी।
4. कार्य सम्पादन अवधि के दौरान कार्य के संबंध में/सन्दर्भ में किसी भी प्रकार की क्षतिपूर्ति या मुआवजा देने /ईएसआई करवाने/सामूहिक दुर्घटना बीमा कराने इत्यादि की जिम्मेदारी एवं दायित्व संवेदक का होगा, इसके लिए निगम कार्यालय की कोई जिम्मेदारी नहीं होगी।
5. अनुबंध की अवधि एक वर्ष के लिए मान्य होगी तथा फर्म का कार्य संतोषप्रद स्थिति में होने पर अनुबंध की अवधि में 6 छह माह की वृद्धि की जा सकेगी जिसे सफल बिडदाता को आवश्यक रूप से मानना होगा।
6. न्यूनतम बिडदाता द्वारा निर्धारित अवधि में अनुबंध नहीं करने अथवा कार्य सम्पादन प्रतिभूति राशि जमा नहीं करवाने पर उसकी जमा बोली प्रतिभूति राशि जप्त करते हुये बिड निरस्त करदी जायेगी एवं द्वितीय न्यूनतम बोलीदाता की बिड स्वीकृत करने का निर्णय लिया जा सकेगा।
7. संवेदक को नॉन ज्यूडिशियल स्टाम्प पेपर पर कार्यादेश जारी होने के 7 दिवस की अवधि में अनुबंध प्रस्तुत करना होगा। जिसका समस्त व्यय संवेदक द्वारा वहन किया जायेगा।
8. संवेदक को अनुमोदित दर के आधार एक वर्ष के कुल भुगतान राशि का 5 प्रतिशत कार्य सम्पादन प्रतिभूति राशि की डी.डी./बैंकर चैक/एन.सी.सी./बैंक गारण्टी आर.टी.पी. पी. एक्ट, 2012 एवं नियम, 2013 में वर्णितानुसार(अनुसूचित बैंक द्वारा जारी की गई। दी राजस्थान स्माल इण्डस्ट्रीज कारपोरेशन लि0,जयपुर के पक्ष में देय हो,प्रस्तुत करना होगा। बैंक गारण्टी कार्य आरम्भ करने से 20 माह तक बैंड होना आवश्यक है। निगम द्वारा कार्य सम्पादन प्रतिभूति राशि पर फर्म को कोई ब्याज नहीं दिया जायेगा।
9. निगम द्वारा संवेदक के किसी भी कारण से विलम्ब से भुगतान होने की स्थिति में किसी भी प्रकार का क्लेम निगम प्रशासन से नहीं करेगा तथा नियमित रूप से कर्मकारों को प्रत्येक माह की 07 तारीख तक आवश्यक रूप से भुगतान करना होगा।

- 10 संवेदक को अनुबंध का कार्य संचालन स्वयं को ही करना होगा व अन्य किसी व्यक्ति/संस्था को अनुबन्ध सबलेट नहीं करेगा।
- 11 किसी भी बिड/अनुबंध को बिना कारण बताये निरस्त/अस्वीकार करने का पूर्ण अधिकार निगम को होगा।
- 12 निगम एवं संवेदक के मध्य किसी प्रकार का विवाद,शिकायत एवं माननीय न्यायालय में वाद लंबित नहीं होनेके उपरान्त ही कार्य सम्पादन प्रतिभूति राशि,लौटाने संबंधी कार्यवाही की जायेगी।
- 13 सभी विवादों का न्याय क्षेत्र जयपुर स्थित न्यायालय होंगे।
- 14 बिड एवं अनुबंध पत्र में वर्णित शास्तियां(पूर्ण/आंशिक) लगाने /नहीं लगाने का पूर्ण अधिकार निगम को होगा,जो कि अनुबंधित फर्म को बिना किसी आपत्ति के मान्य होगा।
- 15 संवेदक द्वारा बीच में छोड़ने पर,अनुबंध की शर्तों की पालना नहीं करने या संवेदक का कार्य संतोषप्रद नहीं होने की स्थिति मे अनुबंध निरस्त कर पूर्ण कार्य सम्पादन राशि को जब्त करने का पूर्ण अधिकार दी राजस्थान स्माल इण्डस्ट्रीज कारपोरेशन लि0,जयपुर को होगा।
- 16 वित्तीय बिड में समान दरें प्राप्त होने पर उक्त कार्य में अधिक अनुभवी वाली दरदाता फर्मों को प्राथमिकता देते हुए तकनीकी बिड में सफल एक से अधिक फर्मों की दरों को अनुमोदित करने का निगम को पूर्ण अधिकार होगा।
- 17 संवेदक द्वारा उपलब्ध कराये गये कर्मचारी निगम के कर्मचारी नहीं माने जायेंगे।संवेदक के कार्मिकों के समस्त प्रकारके विधिक दायित्वों की जिम्मेदारी आपूर्तिकर्ता फर्म की होगी। इसके लिए निगम जिम्मेदार नहीं होगा।
- 18 संवेदक को संलग्न A,B,C एवं D एनेक्सर पर हस्ताक्षर की संलग्न करने होंगे।
- 19 अपीलीय अधिकारी प्रबन्ध निदेशक,दी राजस्थान स्माल इण्डस्ट्रीज कारपोरेशन लि0, जयपुर द्वितीय प्रदयत्ता दी राजस्थान स्माल इण्डस्ट्रीज कारपोरेशन लि0, जयपुर होंगे।
- 20 अन्य शर्तें राजस्थान लोक उपापन में पारदर्शिता अधिनियम,2012 एवं नियम,2013 के अनुसार रहेगी। इस संबंध में वित्त विभाग,राजस्थान,जयपुर के सामय समय पर जारी किये गये आदेश /निर्देश/परिपत्र गाइडलाईन आदि प्रभावी रहेंगे।

मैंने/हमने पृष्ठांकित समस्त शर्तों को भली भाँती पढ लिया है एवं समझ लिया है। मैं/हम उपरोक्त वर्णित सभी शर्तों की पूर्ण करने के लिए सहमत है।

बोलीदाता/संवेदक के हस्ताक्षर
(मय सील)

नाम.....

पत्र व्यवहार का पता.....

मोबाइल नमर.....

ई-मेल आई.डी.....

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 _____

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) Filling 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 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 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.

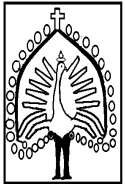
2. Procuring Entity's Right to vary Quantities.-

- (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 _____

		THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD. (A Government of Rajasthan Undertaking) Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302 005 Phone: 0141-2227079 Fax: 0141-2227257 Website: http://industries.rajasthan.gov.in/rajsico E-mail: rajsico@rajasthan.gov.in CIN- U91110RJ1961SGC001118	
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लेखा एवं विधिक कार्यों हेतु समन्वयक सेवाओं के लिए वित्तीय बिड (पार्ट बी)

दी राजस्थान स्माल इण्डस्ट्रीज कारपोरेशन लि०, जयपुर में एक **लेखा एवं विधिक कार्यों हेतु समन्वयक सेवाओं** के लिए वित्तीय बोली/प्राईस बिड निर्धारित दरें निम्न प्रपत्र में प्रस्तुत की जायेगी।

क्रं.सं.	आवश्यक सेवायें	बिडदाता द्वारा प्रस्तावित राशि प्रतिमाह	जीएसटी की राशि	कुल राशि प्रतिमाह
1	लेखा एवं विधिक कार्यों हेतु समन्वयक सेवाओं के लिए वित्तीय बोली			

नोट:-

- केवल तकनीकी बिड में पात्र पायी गयी फर्मों की ही वित्तीय बिड खोली जायेगी।
- दरों में भूल + कोई भी देय कर या अन्य राशियाँ आवश्यक रूप से पृथक से दिखावें। परन्तु कुल राशि प्रतिमाह भी अंकित की जावें।
- दरों की गणना कुल देय राशि के आधार पर की जायेगी तथा कुल देय राशि में एल-1 फर्म के को ही निगम में संविदा पर रखा जा सकेगा।

बोलीदाता/संवेदक के हस्ताक्षर
(मय सील)

नाम.....

पत्र व्यवहार का पता.....

मोबाइल नम्बर.....

ई-मेल आई.डी.....

AGREEMENT

**THIS DEED OF AGREEMENT is made on thisDay ofTwo
Thousand Eighteen at Jaipur City Rajasthan**

1. The Rajasthan Small Industries Corporation Limited through its ,
Udyog Bhawan, Tilak Marg, Jaipur hereinafter called RSIC or “the Corporation” of the
one part” and
2. M/sThrough its Director/Proprietor/Partner Shriby Case
Hindu resident ofhereinafter called “the firm” of the other part.
WHEREAS the Corporation has invited offer Co-coordinator for Accounts and Legal
Services work of RSIC and its Units situated at Rajasthan AND WHEREAS the firm
has submitted their offer.

AND WHEREAS the firm after considering the same was issued a LOI vide No.

.....
NOW THIS DEED OF AGREEMENT WITNESSES AS UNDER:

1. That in consideration of covenant for the payment, the firm hereby covenants with
the corporation to render all services in relation to services of RSIC Units mentioned
in the work order and also undertakes to fulfil all its contractual obligation in time to
the entire satisfaction of the Corporation.
2. That the corporation has agreed to award the work on the assurances given by firm
and in the belief that they have sufficient experience and capacity/ means to fulfil the
works of the awarded contract and all the information provided is correct and nothing
is false and misrepresented. In case any information is found incorrect by the
Corporation, the Corporation will be free to terminate the contract forthwith without
any prior notice and to recover all the damages from the firm. The firm further
undertakes to submit on demand any further proof with regard to the information
provided.
3. That the firm has agreed to all terms and condition for the work of RSIC Units
including terms in the LOI no.dated.....issued by the Corporation
is part of the agreement and all the terms and conditions mentioned therein, which are
not inconsistent with the specific terms of the agreement also form part of the present
agreement. In token of acceptance of all the documents mentioned herein above,
parties have signed the documents.
4. That the Corporation will be free to terminate the contract in the interest of the
Corporation at any time without assigning any reason and giving prior notice of 15
days.
5. That this agreement will remain in force for a period of three months which may be
extended with mutual consent. The period of contract shall be initially for 3 months
reckoned from the date of LOI. The firm should complete all contractual formalities
within 3 days from the date of placement of LOI, Contract may be extended on mutual
consent.

6. No claim in respect of under payment of Firm shall be considered valid or shall be entertained unless a claim in writing is made within three months from the date on which payment of original claim thereof was made. Any claim for such under payment not received within the stipulated three months period shall be liable to be summarily rejected by RSIC whose decision shall be final in this respect.
7. Fees of Firm will be paid as per work order. Firm will carry out the all work mentioned in the scope work from RSIC and its units as per requirement of work.
8. In case of any dispute, the decision of the Managing Director shall be final.
9. All disputes and differences arising out of or in any way concerning this contract, shall be referred to the Managing Director himself, herself or his or her nominees for the sole arbitration. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation that he has dealt with the matters to which the contract relates and that in the course of his duties.

As such arbitration shall be final and binding on the parties to the contract. If the person to whom the matter was originally referred to for arbitration becomes unable to function on account of vacation of office, transfer, resignation, the Managing Director shall nominate another person to take over this function as soon as possible. Such person shall proceed further from the stage where the matter was left by his predecessor. The arbitration shall given reasons for the award.

10. Any demand for arbitration in respect of any claim(s) of the firm shall be in writing and made within one year of the date of termination or expiry of the contract or the arising of disputes or differences failing which the claims of the firm shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the contract.
11. ADMINISTRATIVE RESPONSIBILITY
 - a. Firm will depute one coordinator full time having Qualified Chartered Accountant and LLB for Accounts and Legal Services. RSIC personnel will provide data. Firm will carried out the work mentioned in the work order time to time.
 - b. Firm will work under guidance/ administration and supervision of CAO, OSD and MD of the Corporation.
12. Firm will work perform under existing rules and regulations of all Laws, Government of India and Government of Rajasthan.
13. The Firm shall ensure that their employees maintain proper disciplines and decorum at the all places, and RSIC.
14. The Firm shall not sublet, transfer or assign this contract to third party without the prior written permission of the RSIC. If it is found that the firm has sublet, transferred or assigned the work , the same shall be terminated after giving due notice to the firm

15. The firm shall execute an agreement with the RSIC on a stamp paper of appropriate value in the prescribed form within 3 days from the date of placement of the order.
16. All questions, disputes or difference arising under or out of or in connection with the contract shall be subject to the jurisdiction of Jaipur Court only.
17. If any dispute cannot be settled amicably then it shall be referred to the sole arbitrator who shall be the Managing Director or his or her nominee Rajasthan Small Industries Corporation Ltd., Jaipur and whose decision will be final and binding on both the parties.

For and on behalf of
The Rajasthan Small Industries Corporation Ltd. M/s.....

For and behalf of

Witnesses:

Witnesses:

1.....

1.....

2.....

2.....