

RAJASTHAN STATE JUDICIAL ACADEMY

Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

Phone : 0291-2720107

Email : rsjadir-jod-rj@nic.in

Website: rajasthanjudicialacademy.nic.in

NO./RSJA/STORE/2017/02

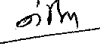
January 17, 2017

BID NOTICE

Sealed bid is invited for the supply of 12 Split Air Conditioner (1.5 ton) 03 stars with installation from the manufacturers / authorized distributors/ dealers for the use of the Rajasthan State Judicial Academy, Jodhpur. Rates shall be valid for one year. The approximate total cost of above is Rs. 4,25,000/- and Bid Security is Rs. 8500/-.

Bid documents with terms & conditions can be obtained from Cash Section of this office on payment of Rs. 500/- from 18.01.2017 to 27.01.17 between office hours on working days. Detailed information regarding bids will also be available on this office Website- <http://rajasthanjudicialacademy.nic.in> and on SPPP Portal.

The bids will be opened on 28.01.17 at 11.30 am, in presence of any intending bidder or their authorized representative who may be present.



Nodal Officer

RAJASTHAN STATE JUDICIAL ACADEMY

Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

Phone : 0291-2720107

Email : rsjadir-jod-rj@nic.in

Website: rajasthanjudicialacademy.nic.in

BID FORM

1. Bid for Supply of Split Air Conditioner.
2. Name and postal address of the firm submitting bid
3. Address to
4. Reference
5. The bid fee amounting to Rs. 500/- has been deposited vide cash receipt no. dated
6. We agree to abide by all the conditions mentioned in Bid Notice No. RSJA/ STORE/ 2017/..... dated 17.01.2017 along with the further condition 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 term mentioned therein)
7. The rates for the items have noted against each are as under:-

S.No.	Name of items	Required Qty.	Make & other Details if any.	Cost of per piece including VAT
1	Split A.C. (1.5 ton) 3 star with installation	12		

8. The rates quoted above are valid up to The period can be extended with mutual agreement.
9. Bank Draft / Banker Cheque No. date drawn on (Name of Bankers) to cover earnest money is enclosed.
10. The Income Tax clearance Certificate, VAT registration and VAT Clearance Certificate are submitted herewith.
11. Declaration of Manufacture/Dealer etc. is also enclosed.

Signature of Bidder



RAJASTHAN STATE JUDICIAL ACADEMY

Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

Phone : 0291-2720107

Email : rsjadir-jod-rj@nic.in

Website: rajasthanjudicialacademy.nic.in

Note: Bidder should read these conditions carefully and comply strictly while sending their bid.

1. Bid must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. **VAT Registration and Clearance Certificate:** No Dealer who is not registered under the VAT Act prevalent in the State where his business is located shall bid. The VAT Registration Number should be quoted and a VAT clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the bid is liable to rejection.
3. **Income Tax Clearance Certificate :** Bidder will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the bids without which bid may not be considered.
4. 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 at the end in token of acceptance of all the terms and conditions of the bid.
5. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections otherwise there bid may not be considered. The rates should mention element of the VAT and Central Sales Tax separately.
6. All rates quoted must be FOR Jodhpur and should include all incidental charges except VAT 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 directed by the Purchase Committee. The rates, therefore, should be exclusive of 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 local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
7. **Price Preference:** Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.)
8. **Validity:** Bids shall be valid for a period of 90 days from the date of opening of Bid.
9. 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, and get clarifications from the concerned office.
10. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
11. **Specifications:** (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the bid 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) **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 one year 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 30 days /months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Committee 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

of/Am

RAJASTHAN STATE JUDICIAL ACADEMY

Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

Phone : 0291-2720107

Email : rsjadir-jod-rj@nic.in

Website: rajasthanjudicialacademy.nic.in

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 bidder shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Committee, otherwise the tenderer 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 Purchase Officer in that behalf under this contract or otherwise.

- (iii) In case of machinery and equipment also, guarantee will be given as mentioned in clause(iii) above and the bidder 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 equipments operative.

The bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

- (iv) In case of machinery and equipment specified by the Purchase Committee the bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The bid 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 Committee who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

12. Inspection:

- (a) The Purchase Committee or his duly authorized 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 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.

13. Supplies when received shall be subject to inspection to ensure whether they confirm to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government 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.

14. **Testing charges :** Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the bidder 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 bidder.

15. Rejection:

- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Purchase Officer.
- (ii) If, however, due to exigencies of Government work, such replacement either in whole Orin part, is not considered feasible, the Purchase Officer after giving an opportunity to the bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

16. The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Purchase Officer 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.

gfm

RAJASTHAN STATE JUDICIAL ACADEMY

Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

Phone : 0291-2720107

Email : rsjadir-jod-rj@nic.in

Website: rajasthanjudicialacademy.nic.in

17. The bidder 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 bidder 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.
18. 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 bidder of being heard and recording of the reasons for repudiation.
19. Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
20. (i) **Delivery period:** The bidder whose bid is accepted shall arrange supplies & installation within a week period after purchase order is issued.
(ii) **Extent of quantity - Repeat orders :** If the orders are placed in excess of the quantities shown in bid the notice, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bid provided that the repeat orders are up to 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 bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited bid or otherwise and the extra cost incurred shall be recoverable from the bidder.
(iii) If the Purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the bid form, the bidder shall not be entitled to claim any compensation.
21. **Bid Security :**
 - (a) Bid shall be accompanied by an Bid Security as mentioned in bid notice, without which bids will not be considered. The amount should be deposited in the name of Director, Rajasthan State Judicial Academy, Jodhpur
 - (i) Cash through treasury challan deposited under head "8443-Civil Deposits - 103 -Performance Securitys".
 - (ii) Bank Drafts/Bankers Cheque of the scheduled Bank.
 - (b) **Refund of Bid Security :** The bid security of unsuccessful bidder shall be refunded soon after final acceptance of bid.
 - (c) **Partial exemption from Bid Security :** Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of bid security in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries, Rajasthan, at the rate of 1/2% of the estimated value of the bid shown in NIT.]
 - (d) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of bid security.
 - (e) The Bid Security lying with the department / office in respect of other bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards bid security/security money for the fresh bids. The bid security may however, be taken into consideration in case bids are re-invited.
22. **Forfeiture of Bid Security :** The bid security will be forfeited in the following cases :
 - (i) When bidder withdraws or modified the bid after opening of bid but before acceptance of bid.
 - (ii) When bidder does not execute the agreement if any, prescribed within the specified time.
 - (iii) When the bidder does not deposit the security money after the supply

21/11

RAJASTHAN STATE JUDICIAL ACADEMY

Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

Phone : 0291-2720107

Email : rsjadir-jod-rj@nic.in

Website: rajasthanjudicialacademy.nic.in

order is given.

- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

23. Agreement and performance Security :

- (i) Successful bidder will have to execute an agreement within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which bids are accepted within 07 days from the date of dispatch on which the acceptance of the bid is communicated to him.
- (ii) The Bid Security deposited at the time of bid will be adjusted towards security amount. The Security amount shall in no case is 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/Receipted copy of challan.
(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 Savings Scheme for promotion of small savings, if the same can be pledged. 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 contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the bidder.
- [(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 in original form the Director of Industries or a Photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from bid security and shall pay security deposit at the rate of 1% of the estimated value of bid.
(ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.
- (3) **Forfeiture of performance Security :** Security amount in full or part may be forfeited in the following cases :-
(a) When any terms and conditions of the contract are breached.
(b) When the bidder 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 bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
(ii) **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 with the bidder has failed to supply :-
(1) (a) delay up to one fourth period of the prescribed delivery period 2 ½%
(b) delay exceeding one fourth but not exceeding half of the prescribed period 5%.
(c) delay exceeding half but not exceeding three fourth of 7½% the prescribed period.
(d) delay exceeding three fourth of the prescribed period. 10%

o/m

RAJASTHAN STATE JUDICIAL ACADEMY

Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

Phone : 0291-2720107

Email : rsjadir-jod-rj@nic.in

Website: rajasthanjudicialacademy.nic.in

- (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 bidder.
24. **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.
25. The Purchase Officer reserves the right to accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.
26. 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.
27. If any dispute arise 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 this contract and whose decision shall be final.
28. All legal proceedings, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.
29. For air-conditioners the branded companies like LG, Samsung, Voltas, Hitachi and other power equipment companies/ Distributors may also submit rates in bid for their items.
30. All papers/ pages of bid conditions must be signed by the bidders.
31. (i) Any Change in the constitution of the firm, etc., shall be notified forth with by the supplier in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
o/m (ii). No new partner / partners shall be accepted in the firm by the supplier in respect of the rate contract unless he/they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The supplier receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the contract.
32. VAT Clearance & Registration Certificate: - No Bidder who is not registered under the VAT Act Prevalent in the state where his business is located shall

RAJASTHAN STATE JUDICIAL ACADEMY

Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

Phone : 0291-2720107

Email : rsjadir-jod-rj@nic.in

Website: rajasthanjudicialacademy.nic.in

Bid. The VAT Registration no. (TIN) should be quoted and a VAT clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the Bid is liable to rejection.

33. The bidders must have following certification, namely from ISO 9001:2008, ISO 14001: 2004 & OHSAS 18001: 2007.
34. The bidders shall have a local sales & service office at Jodhpur. Address and details of contact person to be attached.
35. Only Original Equipment Manufacturer (OEM) or their authorized dealer can be participate in the bid. In case of dealer; Authorization certificate from the manufacturer shall be submitted alongwith the technical bid.
36. The bidder shall provid documents supporting the Original Equipment Manufacturer (OEM) facility.

37. Items must be provide with given specification which are as under:-

S.No.	Name of Item	Specifications
16	Split A.C. (1.5 ton) 3 star and installation	Brand - OGeneral/Hittachi/Daikin/Voltas Capacity - 1.5 Ton Rating - 3 Star Rating Installation - Yes, with Installation

- Note : 1. Catalogue & Technical Specification must be provided by the vendor.
2. Demonstration of product, may also be called for perusal by Hon'ble purchase committee on the expenses of the bidder.


Nodal Officer