

# RAJASTHAN STATE JUDICIAL ACADEMY

Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013  
Phone : 0291-2720107, 2720787 & 2720788, Fax :- 2720108  
Email : rsjadir-jod-rj@nic.in Website: rajasthanjudicialacademy.nic.in

NO./RSJA/STORE/2017/245

July 22, 2017

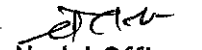
## BID NOTICE

Sealed bids are invited for the annual maintenance contract of Split / Cassettes Air Conditioners and Water Cooler at Rajasthan State Judicial Academy, Jodhpur from the authorized service provider/ experienced service provider. Rates shall be valid for one year.

PART	Name of Items	Approx. total cost	Bid Security
A	A.M.C. for Split A.C.	2.70 lacs	5,400.00
B	A.M.C. for Cassette A.C.		
C	A.M.C. for Water cooler		

Bid documents with terms & conditions can be obtained from Cash Section of this office on payment of Rs. 500/- from 22/07/2017 to 01/08/2017 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.

Bids, in a sealed envelop mentioning clearly the name of tender (whichever applicable) should reach on or before 02/08/2017 at 04 pm. The bids will be opened on 03/08/2017 at 11.30 am, in presence of any intending bidder or their authorized representative who may be present.

  
Nodal Officer

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## BID FORM

1. Bid for A.M.C. of Split / Cassettes A.C. and Water cooler
2. Name and postal address of the firm submitting bid :-  
 .....  
 .....
3. Address to  
 .....
4. Reference Bid No.....Date .....
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 ...../07/2017 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 item are as under:-

S.No.	Name of items	A.M.C. Type	Qty.	Make & other Details if any.	Rate of per item including Taxes
1	A.M.C. for Split A.C. 1.5 ton	Only service without spare parts	90	Hitachi / Voltas	
2	A.M.C. for Split A.C. 2.0 ton		20	Hitachi	
3	A.M.C. for Cassette A.C.		04	Blue Star	
4	A.M.C. for Water cooler		06	Voltas	
<b>Spare Parts for Split A.C.:-</b>					
5	a- Gas Refilling for 1.5 ton Split A.C.	R-22	As per requirement	Voltas / Hitachi (Make)	
	b- Gas Refilling for 2.0 ton Split A.C.	R-22			
	c- Gas Refilling for Cassette A.C.	R-22			
	d- Capacitor				
	e- Fan capacitor				
	f- Fan Motor for outside unit	New Repairing (Rewinding)			.....
	g- Fan Motor for inside unit	New Repairing (Rewinding)			.....
	h- PCB circuit				
	i- Contractor for Split A.C.				
	k- Room Sensor				
l- Tube sensor					
6	j- Contractor for cassettes A.C.			Blue Star	

*Handwritten signature*

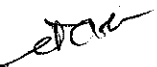
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S.No.	Name of items	A.M.C. Type	Qty.	Make & other Details if any.	Rate of per item including Taxes
6	<u>Spare Parts for Water Cooler :-</u>				
	a- Gas refilling	R-22	As per require- ment	Voltas	
	b- Fan motor				
	c- Capacitor				
	d- Compressor				

8. The rates quoted above are valid up to 90 days for consideration. 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. GST Registration/VAT or Service Tax registration number are submitted herewith.
11. Experience certificate (if any) is also enclosed.
12. Authorized service centre certificate (if any) is also enclosed.

  
Signature of Bidder

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**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 / Service Tax / GST Registration:** No Dealer who is not registered under the VAT / Service Tax / GST Act prevalent in the State where his business is located shall bid.
3. **Income Tax Clearance Certificate:** Bidder will have to submit an Income Tax Clearance Certificate or last three year income tax return along with the bid.
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.
6. The rates should be inclusive of all taxes i.e. GST.
7. In case of any accessories/equipments required for repairing of A.C., the service provider are advised to make available the same at RSJA campus and the cost of same will be borne by the bidder and no cartage or transportation charges will be paid by the Government.
8. **Price Preference:** Price preference will be given to the experienced firms.
9. **Validity:** Bids shall be valid for a period of 90 days from the date of opening of Bid.
10. The approved supplier shall be deemed to have carefully examined the conditions etc., of the product which AMC is given. 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.
11. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
12. The schedule of Payments shall be as follows:  
(An indicative pattern is given below)

No	Report	Amount
1.	Submission of bi-monthly Invoice : First Two months	15% of total contract amount
2.	Submission of bi-monthly Invoice : Additional two months	15% of total contract amount
3.	Submission of bi-monthly Invoice : Additional two months	15% of total contract amount
4.	Submission of bi-monthly Invoice : Additional two months	15% of total contract amount
5.	Submission of bi-monthly Invoice : Additional two months	15% of total contract amount
6.	Submission of bi-monthly Invoice : Additional two months	Remaining contract amount after adjusting any advance/recovery/excess payment made earlier.

### **13. Annual Maintenance Services:**

The scope of work shall include all checks and tests as detailed under routine maintenance services. In addition annual maintenance services shall also include:

- a) Cleaning the condenser and evaporator coils with suitable detergent/chemical solution and flushing with high-pressure jet of water.
- b) Greasing of blower motors and all moving parts.

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The above activities must be carried out within 15 (fifteen) days from the date of award of the contract or before commencement of the summer season (preferably in the month of February).

## **14. Break-down Services (BDS):**

On call AMC services shall include attending to any complaint any time during year, on receipt of verbal/written complaint from authorized person of Rajasthan State Judicial Academy, Jodhpur. A record/register of the break-down calls attended duly acknowledged by the occupant or user of the AC & in his absence by the person in charge of the location of the AC, shall be maintained and provide as and when required by the Competent In-charge. Ordinarily a complaint must be attended within 4 hours whenever no change of part is involved, however, in case of requirement of change of spare part, the complaint may be attended within 24 hours of its receipt. Thereafter, under both the cases the delay in attending complaint shall attract a levy of compensation at the rate of Rs.300/- per day & per AC subject to a maximum of Rs.1500/- against the complaint. Thus after 5 days RSJA, Jodhpur shall have the right to get the complaint rectified on his own through any other agency and the amount shall be recovered from the concerned agency.

## **15. Terms and Conditions:**

a. The spare parts used for replacement shall be procured from the authorized dealer/service center of same make/quality as installed in new air conditioner with warranty or guarantee as per manufacturer. The original bills/vouchers of purchase of spare parts are attached with the quarterly payment claims as a proof of its genuinity.

b. The service provider shall maintain services logbook / file containing copy of the cards duly signed by the users and countersigned by the concerned official of RSJA, Jodhpur.

c. In case of continued non-performance and inability to meet service requirements, this office shall reserve the right to terminate the contract after giving 15 days notice in writing.

d. It will be the sole responsibility of the Contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract

- i. Employment of Children Act
- ii. Workmen Compensation Act
- iii. Employment of Labour/Contract Labour Act
- iv. Industrial Employment Act
- v. Contract Labour Abolition and Regulation Act 1970
- vi. Minimum Wages Act
- vii. Employee Provident Fund Act
- viii. Any other act or legislation which may govern the nature of the contract.

e. Any liability arising on RSJA, Jodhpur shall be deducted from the bills of the Contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the Contractor. There would be no liabilities towards the workers of the Contractor by RSJA, Jodhpur.

f. RSJA, Jodhpur through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations and variations shall not violate this contract.

g. In the event of the Contractor failing to execute the work under contract in whole or in part an alternative arrangement will be made by RSJA, Jodhpur at the risk and cost of the contractor besides any suitable fine/ penalty.

h. The Contractor shall be liable to pay compensation for any loss and damage caused to the property of RSJA, Jodhpur or its officials by the Contractor or his workers.

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- i. The Contractor shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; Contractor will be under obligation to change the worker when instructed by authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. RSJA, Jodhpur will not hold any responsibility with regard to staff on the role of the contractor what so ever.
- j. The contractor shall have sufficient technical staff like Supervisor, mechanic and helper etc.
- k. Units taken out of the office premises for the service at workshop shall be returned at the earliest & in any case, within three days.
- l. Identity card: The contractor must issue identity card to his workers/supervisors and submit police verification certificate for all work men engaged by him along with supervisors to RSJA, Jodhpur.
- m. Any action on the part of the tenderer to influence any officer of the institute or canvassing in any form shall make the tender liable for rejection.
- p. The contract will be for a period of one year initially, which can be extended as per rule for further period on satisfactory performance of the previous year of the contract. RSJA may renew/ extend the contract to such further period(s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent / written request by the contractor in this regard.
- q. The quantities indicated are purely tentative and likely to vary on either side up to any limit.
- r. Time is the essence of this contract. In case the contractor fails to adhere to the time schedule, RSJA shall have the absolute right to take up the work at the contractor's risk and cost and recover any and all such expenses from the amounts due to the contractor including Security Deposit. The Institute shall have right to impose a penalty commensurate with the fault and if any, shall be deducted from the bill. All letters posted to the contractor on the address given by him will be considered to have been delivered in time.
- t. If at any stage, it is found that the work is not being executed as per detailed specifications and special conditions as per contract, it will be the duty of the Contractor to remove all such works from the worksite and make them good. The entire costs incurred shall be borne by the Contractor. The detailed specifications, special conditions are part of this contract.
- u. If it is observed at any stage that the quality of work is not satisfactory, the contract/work order as a whole will be terminated and security deposit it will be forfeited. The Contractor will have no claims what so ever on the Institute.
- v. In case it is found at later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the CA of RSJA for inferior works as determined by the CA of RSJA and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor on any other work within the Centre.
- w. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the Institute from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.
- x. All dismantled/replaced spare parts to be deposited with the authorized representative of RSJA, Jodhpur and details be entered in the register (demolition/dismantled register) & signed by the both parties.

## 16. 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

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## 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.
17. **Forfeiture of Bid Security** : The bid security will be forfeited in the following cases :
- (i) When bidder withdraws or modified the offer 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 order is given.
  - (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.
18. **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 10% of the value of the bid amount for which bids are accepted within 15 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/Receipt copy of challan.
  - (b) Post office Savings Bank Pass Book duly pledged.
  - (c) National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patra, 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.
- 19 (1) **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 required services satisfactorily.
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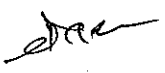
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- (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Procurement Officer in this regard shall be final.
- (2) The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
- (3) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
20. The Procurement Committee 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.
21. The bidder shall furnish the following documents at the time of execution of agreement:-
- (i) Attested copy of Partnership Deed in case of Partnership Firms.
- (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
- (iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
- (iv) Registration issued by Registrar of Companies in case of Company.
22. If any dispute 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.
23. 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.
24. All papers/ pages of bid conditions must be signed by the bidders.
25. (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.
- (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 RSJA, 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.
26. The bidders shall have a local service office at Jodhpur. Address and details of contact person to be attached.
27. The other terms and conditions will governed as per RTPP Act 2013 and GA&FR Rules.

Nodal Officer

We accept the above terms and condition



Signature with seal

Date :-

Place :-



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## Annexure-1

### 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 a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

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## Annexure-2

### Declaration by The Bidder regarding Qualification

#### Declaration by the Bidder

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bid No. .... Dated..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:  
Place :

Signature of Bidder  
Name:  
Designation:  
Address:

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## Annexure-3

### 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 Guidelines issued there under, 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 filing appeal shall be rupees two thousand five hundred, which shall be non-refundable.

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

# RAJASTHAN STATE JUDICIAL ACADEMY

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## Annexure-4

### 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 be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the 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.

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### 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.