

RAJASTHAN STATE JUDICIAL ACADEMY

Jhalamand Circle, Old Pali Road, Jodhpur - 342 013
Phone : 0291-2720107, 2721787 & 2721788 (fax) 2720108
Email : rsjadir-jod-rj@nic.in Website:
rajasthanjudicialacademy.nic.in

क्रमांक:रारान्याअ/प्रशिक्षण/2018/01

जून 15, 2018

:: निविदा सूचना ::

राजस्थान राज्य न्यायिक अकादमी, जोधपुर द्वारा आयोजित विभिन्न प्रशिक्षण कार्यक्रमों के दौरान फोटोग्राफी/विडियोग्राफी हेतु वार्षिक अनुबंध के आधार पर निविदा पंजीकृत फर्मों/संस्थाओं एवं इस कार्य में अनुभवी व्यक्तियों से दर संविदा आमंत्रित की जाती है। जिन्हें दिनांक **28.06.2018** को प्रातः 10.00 बजे इच्छुक निविदादाताओं की उपस्थिति में अधोहस्ताक्षकर्ता द्वारा खोली जाएगी।

1.	Estimattted Cost of Photography/Videography Work	Rs. 2.50 Lac
2.	Tender Form Fee (May be downloaded from RSJA Website or purchase from office)	Rs. 200 (Banker Cheque/Demand Draft in favour of Director, RSJA, Jodhpur)
3.	Earnest Money	Rs. 5000 (In the form of Demand Draft in favour of Director, RSJA, Jodhpur)
4.	Last Date of submission of tender Form	27.06.2018 at 01:00PM
5.	Date of Opening Bid	28.06.2018 at 10:00 A.M.



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कार्य विवरण की दरे निम्नानुसार प्रस्तुत करें :-

S. No	Particulars	Estimated Qty.	Quoted Rate per copy/DVD upto 2 hours (inclusive All Tax
01	Photo graphy	As per requirement	
	a- First Photo size 4x6		
	b- Second copy size 4x6		
	c- First Photo size 5x7		
	d- Second copy size 5x7		
	e- First Photo size 8x12		
	f- Second copy size 8x12 (with printed envelop as per sample)		
	g- First Photo size 12x15		
	h- Second copy size 12x15 (with printed envelop)as per sample		
02	Videography (per DVD)		
03	Photo Album (36 leaf) 4x6/5x7		
	Photo album (72 leaf) 4x6/5x7		
	Photo album (100 leaf) 4x6/5x7		

आवश्यक शर्ते निम्नानुसार है:-


1. निविदादाता निविदा प्रपत्रों के समस्त पृष्ठों पर हस्ताक्षर मय दिनांक कर प्रस्तुत करें।



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2. उपरोक्त व्यवस्था हेतु दरें सभी प्रकार के कर (टेक्स) सम्मिलित कर प्रस्तुत की जानी होगी।
3. उपरोक्त फोटोग्राफी/विडियोग्राफी इस कार्यालय की आवश्यकतानुसार विभिन्न प्रशिक्षण कार्यक्रमों के दौरान करवाई जानी है जिसके लिए निविदादाता को आयोजन स्थल एवं समय की अग्रिम सूचना दी जाएगी। निविदादाता द्वारा उक्त निर्धारित समय व स्थल पर निर्देशानुसार प्रशिक्षित कर्मियों (न्यूनतम संख्या 2) द्वारा फोटोग्राफी/विडियोग्राफी की जानी होगी। जिसके लिए पृथक से कोई राशि यथा conveyance charges आदि देय नहीं होंगे।
4. अकादमी द्वारा शिक्षण एवं प्रशिक्षण कार्यक्रम में भाग लेने वाले न्यायिक अधिकारियों / अभियोजकों प्रतिभागियों को गुप फोटो प्रदत्त किया जाता है जिसके नीचे उनके नाम अंकित किए जाते हैं। अतः गुप फोटो साईज 8'' गुणा 12'' व 12'' गुणा 15'' की दरें प्रस्तुत करते समय इस बात का ध्यान रखा जावे ।
5. निविदादाता द्वारा न्यूनतम तीन वर्ष का अनुभव एवं तत्सम्बन्धी वार्षिक टर्नओवर से संबंधित दस्तावेज निविदा प्रपत्रों के साथ प्रस्तुत करने होंगे। अधोहस्ताक्षकर्ता को निविदादाता की वैधानिक एवं अनुभव संबंधित संतुष्टि नहीं होने पर बिना कारण बताएं स्वीकृत अथवा अस्वीकृत करने का पूर्ण अधिकार होगा।
6. निविदा बन्द लिफाफे में देनी होगी। निर्धारित समय के पश्चात् प्राप्त निविदाओं पर विचार नहीं किया जायेगा।
7. विभाग द्वारा नियमानुसार सभी करों की कटौती निविदादाता द्वारा प्रस्तुत बिलों में से की जावेगी ।
8. स्वीकृतसुदा निविदादाता द्वारा भुगतान हेतु प्रस्तुत बिल पर PAN NO./GST NO. का उल्लेख आवश्यक रूप से करना होगा।



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9. शेष शर्तें RTPP नियम 2013 एवं सा.वित्तीय एवं लेखा नियमों के प्रावधानों के अनुसार होगी।
10. फर्म/दरदाता को कार्य की गुणवत्ता हेतु 5x7 का फोटो मय लिफाफा कवर प्रस्तुत करना होगा जिसे कय समिति द्वारा क्वालिटी जांच पश्चात ही अनुमोदन किया जाकर सफल घोषित किया जायेगा।
11. फोटोग्राफी एवं विडियोग्राफी कार्य की गुणवत्ता को बनाये रखने हेतु कय समिति न्यूनतम दरदाता को ही कयादेश देने हेतु बाध्य नहीं है।
12. फर्म द्वारा सेवारत फोटोग्राफर कर्मियों को स्वच्छता एवं भद्रता के साथ गणमान्य न्यायिक अधिकारियों के स्तर को ध्यान में रखते हुए शालीनता से कार्य करना होगा जिससे कि आयोजित कार्यक्रमों में व्यवधान नहीं हों।


निदेशक

क्रमांक:रारान्याअ/स्टोर/2018/
प्रतिलिपि :

जून 15, 2018

1. नोटिस बोर्ड, राजस्थान राज्य न्यायिक अकादमी, जोधपुर।
2. नोटिस बोर्ड, जिला कलेक्टर, जोधपुर।
3. नोटिस बोर्ड, माननीय राजस्थान उच्च न्यायालय, जोधपुर।
4. मैं.


निदेशक

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निविदादाता का विवरण एवं घोषणा

नाम निविदादाता फर्म/संस्था-.....

पूरा पता-.....

.....

मो.नं./दूरभाष.....

बैंक खाता सं.....

IFSC CODE एवं बैंक का विवरण.....

.....

PAN/GST NO.....

संस्था/फर्म के कार्यअनुभव का विवरण
(कितने वर्ष से कार्यरत है).....

संलग्न:नमूना फोटो का विवरण मय लिफाफा.....

हस्ताक्षर निविदादाता
मय नाम पता मो.नं.

मैं/हम आपके कार्यालय द्वारा जारी निविदा सं०.....
दिनांक.....मे वर्णित समस्त शर्तों एवं RTPP नियम एवं
GF&AR नियमों के तहत समस्त शर्तों को बाध्यकारी रूप से स्वीकार
करने की घोषणा करता हूँ।

हस्ताक्षर
निविदादाता
मय नाम पता मो.नं.



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Annexure-A

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest :-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to;


- (a) have controlling partners/shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of the Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) the bidder participates in more than one Bid in 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,

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this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.



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ANNEXURE- B DECLARATION BY THE BIDDER REGARDING 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 :



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Annexure-C 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 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, decided by the competent authority under RTPP Rules.
- (4) **Appeal not to lie in certain cases**
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
- (a) Determination of need of procurement;
 - (b) Provisions limiting participation of Bidders in the Bid process;
 - (c) The decision of whether or not to enter into negotiations;
 - (d) Cancellation of a procurement process;
 - (e) Applicability of the provisions of confidentiality
- (5) **Form of Appeal**
- (a) An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee.
- 

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(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 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.



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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)

.....

2. 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

.....

3. If the Appellant proposes to be represented by

:.....



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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

Appellant's Signature



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ANNEXURE- "D" 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 50% of the value of Goods of the original contract. 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

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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.



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Annexure-E DRAFT AGREEMENT FORMAT

(As per rules on 0.25 % on Rs. 15000/- Non-Judicial Stamp Paper)
{to be signed by selected bidder(s) and tendering authority}

An agreement made this _____ (enter date of Agreement) between (enter your firm's name & address) (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 RSJA which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the RSJA to supply to the Director, Rajasthan State Judicial Academy, Jodhpur, Rajasthan on behalf of (enter name of client organization) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in our Work Order No.

_____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

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

- a) Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated. _____ valid upto _____.
- b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RSJA.

Now these Presents witness:

- 1) In consideration of the payment to be made by the RSJA through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice

RAJASTHAN STATE JUDICIAL ACADEMY

Jhalamand Circle, Old Pali Road, Jodhpur - 342 013
 Phone : 0291-2720107, 2721787 & 2721788 (fax) 2720108
 Email : rsjadir-jod-rj@nic.in Website:
 rajasthanjudicialacademy.nic.in

..... 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) Letter Nos. _____ dated _____ received from {bidder} and letter Nos.

_____ Dated _____ issued by the RSJA. and appended to this agreement shall also form part of this agreement.

4) The RSJA 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 RSJA will through cheque/ DD 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.

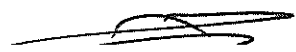
5) The mode of payment will be as specified in this bidding document/ work order.
 The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

No.	Condition	LD %*
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.0 %

Not e:

- i. Fraction of a day in reckoning period of delay in work and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the desired Lot.
- iii. *The percentage refers to the payment due for the associated milestone/lot.



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If the supplier requires an extension of 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 the hindrance but not after the stipulated date of completion of supply.

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.

Warranty/ Services shall be provided by the bidder as per terms and conditions of the NIT and Contract.

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

In witness whereof the parties hereto have set their hands on the _____ day of _____ (Year).

Signature with Seal of the Approved
on behalf of
supplier/ bidder
Jodhpur

Designation:
Date:

Witness No.1

Signature for and
Director, RSJA,

Designation:
Date:

Witness No.1

