

RAJASTHAN STATE JUDICIAL ACADEMY

Near Medical & Health Dept., Jhalamand Circle, Old Pali Road, JODHPUR- 342 013

Phone : 0291-2720108 (telefax), 2721787, 2721788, 2720107

Email : rsjadir-jod-rj@nic.in Website: rajasthanjudicialacademy.nic.in

NO./RSJA/STORE/2018/ 05

July 27, 2018

BID NOTICE

Sealed bids/Quotations/Proposals are invited for Full service maintenance of Photo copy Machines on Rate Contract as mentioned below from the manufacturers / authorized distributors/ Service Providers for the use of the Rajasthan State Judicial Academy, Jodhpur. Estimated cost of A.M.C. 0.90 Lacs (for Two Years).

Photocopy Machines Make	No. of Machine	Details
Konica Minolta Bizhub 423 A1UD041106887	01	
Xerox WC 5335 3322615026	01	
Sharp AR 205	01	

Bid/Quotation documents with terms & conditions can be obtained from this office from 27/07/2018 to 03/08/2018 up to 01:00 PM.

Bids/Proposal/Quotations , in a sealed envelope should reach by 03/08/2018 at 03:00 PM. The bids will be opened on the same date at 04.00 PM, in presence of any intending bidder or their authorized representative who may be present.


Director

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BID FORM

1. Bid for Full Service Maintenance of Photocopy Machine at RSJA :-
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2. Name and postal address of the firm submitting bid
.....
.....
3. Local Address of bidder :-
.....
.....
4. Telephone /Mobile No.
5. Email ID :-
.....
6. Reference
.....
7. Bank A/c No.Branch.....IFSC Code :
.....
8. The rates for the items have noted against each are as under:-

Photocopy Machines Make	No. of Machine	Rate should be Quotated per page per machine (for Two year) (including tax)
Konica Minolta Bizhub 423 A1UD041106887	01	
Xerox WC 5335 3322615026	01	
Sharp AR 205	01	

9. Payment will be made including tax applicable as per rules.
10. The rates quoted above are valid for Two Years.
11. GST registration is submitted herewith.



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12. Declaration of Manufacture/ Authorised Dealer/Service Provider etc. is also enclosed.
13. We agree to abide by all the conditions mentioned in Bid Notice No. RSJA/ STORE/ 2018/.05 dated 27.7.2018 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)



Signature of Bidder
with seal

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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. **Service Tax / GST Registration:** No Dealer who is not registered under the Service Tax / GST Act prevalent in the State where his business is located shall bid. GST NO. is mandatory.
3. 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 Photo copy Machine., 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 of 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, 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. Annual Maintenance Services:

1. The scope of work shall include all checks and tests as detailed under routine maintenance services.
2. **Technical Specification:-** During the Contract Period Firm/Authorised Dealer will provide all Rephographic Supplies, Consumables and Spare Parts for the Equipment, such as Toner Bottle, changing of Drum as and when required., etc at free of cost. Rate quoted shall be inclusive of all. The firm should repair the Equipment on the Customer's request within a reasonable time on Receipt of communication from Mint.The Rates quoted should be based on per sheet per machine (based on Meter reading of machine No. of copies will be taken into consideration.

13. 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 Photo Copy Machine with warranty or guarantee as per manufacturer. The original bills/vouchers of

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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.

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.



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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.

n. 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.

o. 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.

p. 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.

q. 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.


r. 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.

s. 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.

14. 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.

15. 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.



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- (iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
- (iv) Registration issued by Registrar of Companies in case of Company.
16. 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.
17. 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.
18. All papers/ pages of bid conditions must be signed by the bidders.
19. (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.
- 20 The bidders shall have a local service office at Jodhpur. Address and details of contact person to be attached.
- 21 The other terms and conditions will governed as per RTPP Act 2013 and GA&FR Rules.


Director

We accept the above terms and condition

Signature with seal

Date :-

Place :-

