

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/TRNG./2020-21/07

September 14, 2020

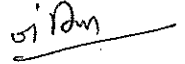
BID NOTICE

Sealed bids/Quotations are invited for purchase of Banner (on standees & Back Drop with installation), folder, certificate and Backdrop Banner on Annual Rate Contract Basis as mentioned below from the manufacturers / authorized distributors/ Service Providers for the use of the Rajasthan State Judicial Academy, Jodhpur.

Name of Items	Approx. total cost	UBN No.
Standees Banner with installation	250000.00	
Backdrop banner with installation		
Folder (photo on both side)		
Certificate (with printing)		

Bid/Quotation documents with terms & conditions can be downloaded from this office website from 14/09/2020 to 23/09/2020. Detailed information regarding bids will also be available on this office Website-<http://rajasthanjudicialacademy.nic.in> and sppp.rajasthan.gov.in

Bids, in a sealed envelope should reach by 23/09/2020 at 05:00 PM. The bids will be opened on 24.09.2020 at 11.00 AM, in presence of any intending bidder or their authorized representative who may be present.



Director

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BID FORM

1. Bid for purchase & Installation of Banners (on standees & Backdrop), Folders and Certificate:-

.....

2. Name and postal address of the firm submitting bid

.....

.....

3. Local Address of bidder :-

.....

.....

4. Telephone /Mobile No.

5. Email ID :-

.....

6. Reference with GST No./PAN No.

.....

7. Bank A/c No.Branch..... IFSC Code :

.....

8. The rates for the items have noted against each are as under:-

S.N.	Name of items	Required Qty. (Minimum)	Make & other Details if any.	Approx. cost per pc. incl. GST	Cost of per piece including GST
PART - A : items					
1	Standees Banner (with installation at RSJA premises)	2 standees for one programme	3x6 feet	550.00	Rs.
2	Backdrop Banner (With Installation at RSJA premises)	1 banner for one programme	9x4 feet	1100.00	Rs.
		1 banner for one programme	12x5 feet	1700.00	Rs.

sm

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3	Folders	3000 aprox. for one year	9"x12"	30.00	Rs.
4	Certificate with printing	3000 aprox. for one year	8"x11"	25.00	Rs.
Rate should be quoted separately for each items (which are required) . Quantity of above items shall be purchased as per programme.					

Note : Approximate Training Programme of a year is 30 to 35 which may vary as per actual schedule.

9. The rates quoted above are valid for One Year, from the date of work order.
10. GST registration is submitted herewith.
11. Declaration of Manufacture/Dealer etc. is also enclosed.
12. We agree to abide by all the conditions mentioned in Bid Notice No. RSJA/TRNG./2020-21/07 dated 14/09/2020 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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Terms & Conditions :-

Note: Bidder must 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. RSJA also reserves the right to split the order among two or more parties at lowest negotiated rate without assigning any reason thereof. The contractor/bidder shall be bound to accept the portion of work as offered by RSJA after split up the quoted/negotiated rates.
3. Price is not the only criteria to place the order rather quality, timely supply, finishing, stitching, local support services, brand, samples etc. will also be the deciding factors.
4. In view of Section 6 of RPPP Act, 2012 participation of SSI units registered in Rajasthan through open tender will not be construed as to compromise with the quality, timely supply and other essential factors which are required to be fulfilled by the bidder. RSJA reserves the right to reject or disqualify the SSI unit on abovementioned grounds in case of dissatisfaction with the samples or other required specifications in the interest of the Institution.
5. **GST Registration Certificate:** No Dealer who is not registered under the GST Act prevalent in the State where his business is located shall bid. The GST Registration Number should be quoted.
6. 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.
7. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections otherwise their bid may not be considered. The rate should be mentioned inclusive of all taxes.
8. All rates quoted must be FOR at Rajasthan State Judicial Academy, Jhalamand Circle, Jodhpur and should include all incidental charges including cartage and transportation. Any damage, breakage during the transportation shall be borne by the supplier and RSJA shall not be in any way responsible for that. The RSJA shall not bear any expenses incurred on transportation and cartage of goods.
9. Preference may 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.)
10. **Validity:** Bids shall be valid for a period of 90 days from the date of opening of Bid.
11. 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 get clarifications from the concerned office.



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12. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
13. **Specifications:** All articles supplied shall strictly conform to the specifications, trade mark laid down in the bid form and wherever articles have been required according to ISI / ISO specifications, those articles should conform strictly to those specifications and should bear such marks.
14. **Inspection:**
 - (a) The Procurement Committee or its 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, go-down 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.
15. **Samples :** Bids for articles marked within the schedule shall be accompanied by two sets of various samples of the articles tendered properly packed. Such samples shall be submitted personally in the office of RSJA. A receipt will be given for each sample by the officer receiving the samples.
16. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
17. Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The RSJA shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The Sample shall be collected by the bidder on the expiry of stipulated period. The RSJA shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the RSJA and no claim for their cost, etc., shall be entertained.
18. Samples not approved shall be collected by the unsuccessful bidder. The RSJA will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
19. (i) 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 or reputed testing house. The supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.



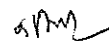
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- (ii) RSJA reserves the right to reject delivery of any Particular item or lot of item, if the same is not found to be in conformity with the standards/requirements.
20. **Drawl of Samples:** In case of tests, samples shall be drawn in four sets in the presence of bidder or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and / or testing house and the third or fourth will be retained in the office for reference and record.
21. **Testing charges :** Testing charges shall be borne by the RSJA. 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.
22. **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 Office.
- (ii) If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Office 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.
23. The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Purchase Office 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.
24. 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.
25. The contract for the supply, can be repudiated at any time by the Purchase Office, 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.
26. (i) **Delivery period:** The bidder whose bid is accepted shall arrange supplies with in proper time as per needs of the RSJA office that is in hours and days as below :-
- (a) Standees banner and Backdrop Banner with Installation :- with in 24 hours before the programme starts (after the approval of matter to be printed on banner.)
- (b) **Folder :** Within 5 days from date of order.
- (c.) **Certificate :** with in 4 hours on training days (before 03:00 PM)
- (ii) RSJA shall be at liberty to order and procure/purchase the specified



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articles as per its requirement at the contract rate within one year from the date of first work order. RSJA is not bound to procure/purchase the specified quantity of items. Item may be purchased as per present requirement of RSJA. The supplier is bound to supply the goods of ordered items during the one year at the contract rate and he shall not object on the ground of hike of prices in the market and otherwise.

27. **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.
28. The Purchase Office 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.
29. 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 and Certificate of Registration.
 - (iii) Address of residence and office, telephone numbers in case of sole Proprietorship Firm.
 - (iv) Registration issued by Registrar of Companies in case of Company.
30. 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 Jodhpur and not elsewhere.
31. All papers/ pages of bid conditions must be signed by the bidders.
32. (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 purchase office 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.
33. All articles supplied shall strictly conform to the specifications laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision



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of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder(s).

34. The bidders shall have a local sales & service office at Jodhpur. Address and details of contact person to be attached.
35. Liquidated damage shall be applied as per GF & AR Rule
36. GF & AR and RTPP rules will be applicable as per state govt. rules as amended time to time.


37. Items must be supplied with the following specifications:-

A- Items

1	Standees Banner (with installation at RSJA premises)	3x6 feet	qty- as per requirement on good quality flex material(preferably Star quality or above) with multicolor printing
2	Backdrop Banner (with installation at RSJA premises)	9x4 feet	qty- as per requirement on good quality flex material(preferably Star quality or above) with multicolor printing
		12x5 feet	
3	Folders (as per sample)	9"x12"	two fold with photo printed on both side as per sample 300 GSM aprox. Digital photo printing paper (glossy paper) as per sample
4	Certificate with printing	8"x11"	300 GSM aprox. Art Paper and Multicolor printing as per sample
Rate should be quoted separately for each items (which are required) standees banner, backdrop banner, folders and certificate etc.			

Note :

1. Catalogue, samples & Technical Specification must be provided by the vendor.
2. Demonstration of product may also be called for perusal by competent authority on the expenses of the bidder.


Director

I read and understand all the terms and condition and accept all.

Signature with seal

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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 an bidding process if, including but not limited to;

- (a) have controlling partners/shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of the Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) the bidder participates in more than one Bid in abiding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

o/m

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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:

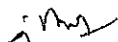
1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

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 :

Signature of Bidder

Name:

Designation:

Address:

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Annexure-C

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 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 the RTPP Rules.

(4) Appeal not to lien 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 ban 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.
- (e) 

Form No. – 1

**Memorandum of Appeal
(See sub-rule 1 of rule 83)**

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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 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,




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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 :

SELF-DECLARATION – NO BLACKLISTING

{to be filled by the bidder}

To,

{Tendering Authority},

In response to the Tender/ NIT: **RSJA/TRNG./2020-21/07** Dated 14/09/2020 for {Project Title}, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

ivm

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

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

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of

.....

Before.....(Appellate Authority)

I 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

.....

a representative the name and postal address

.....

of the representative.

.....

SM

RAJASTHAN STATE JUDICIAL ACADEMY

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

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

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5. Number of affidavits and documents enclose with the appeal:

6. Grounds of appeal:-

.....
.....

.....
.....(Supported by an affidavit)

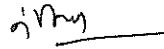
7. Prayer

.....
.....
.....
.....

Place

Date

Appellant's Signature



RAJASTHAN STATE JUDICIAL ACADEMY

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

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ANNEXURE-F : DRAFT AGREEMENT FORMAT

(As per rules on 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, all those articles set forth in our Work Order No.

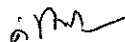
_____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

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 NIT: RSJA/TRNG./2020-21/07 Dated 14.09.2020 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



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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/Supply	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work/Supply	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work/Supply	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work/Supply	10.0 %

Note:

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

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 in 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 RFP 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
supplier/ bidder

Designation:

Date:

Witness No.1



Signature for and on behalf of
Director, RSJA, Jodhpur

Designation:

Date:

Witness No.1