



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2541338, 2545516 Fax No. 0291-2546974, Pin Code – 342001, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)



सत्यमेव जयते

**Rajasthan High Court,  
JODHPUR**

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**Request for Proposal (RFP) for  
Comprehensive Annual Maintenance Contract (AMC) of Computer  
Systems and Peripherals, Printers, Cisco Switches and Kiosks and  
Server installed at Rajasthan High Court Jodhpur and Bench at  
Jaipur**

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**Rajasthan High Court, Jodhpur (Rajasthan)  
Phone: 0291-2541338, 2545516 Fax: 0291-2546974  
Web: <http://www.hcraj.nic.in>  
Email: [hc-rj@nic.in](mailto:hc-rj@nic.in)**



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## **Rajasthan High Court, Jodhpur** **SHORT TERM TENDER NOTICE**

**NIT No: HC/SK/2018-19/205**

**Dated : 13.07.2018**

Rajasthan High Court, Jodhpur invites bidding for **Comprehensive Annual Maintenance Contract (AMC) of Computer Systems and Peripherals, Printers, Cisco Switches and Kiosks and Server installed at Rajasthan High Court Jodhpur and Bench at Jaipur** for implementation of this **AMC**. Request for Proposal (RFP) is invited from eligible private sector/agencies/firms. All details related to this RFP can be viewed and downloaded from websites: <http://eproc.rajasthan.gov.in> & <http://hcraj.nic.in>. RFP document can also be seen in NIT exhibited on the website <http://sppp.rajasthan.gov.in>. Proposals should be submitted online in electronic format on the website: <http://eproc.rajasthan.gov.in>.

<b>Cost of Tender Document (non-refundable)</b> (in Favour of Registrar General, Rajasthan High Court , Jodhpur)	Rs. 1000/- (Rupees One Thousand Only)
<b>e-Tender Processing fees (non-refundable)</b> (in Favour of MD, RISL, Jaipur)	Rs. 500/- (Rupees Five Hundred Only)
<b>Estimated Project Cost</b>	Rs. 16,00,000/- (Rupees Sixteen Lakh only)
<b>Earnest Money Deposit (EMD)</b>	2% of Estimated Value
<b>Publishing Date/Time</b>	17.07.2018 AT 10:30 A.M.
<b>RFP Download Start Date/Time</b>	17.07.2018 AT 11:00 A.M.
<b>Pre-Bid Meeting (Date, Time &amp; Venue)</b>	20.07.2018 AT 03:00 P.M. Rajasthan High Court, Jodhpur (Rajasthan)
<b>Bid Submission Start Date/Time</b>	17.07.2018 AT 11:30 A.M.
<b>RFP Download End Date/Time</b>	26.07.2018 AT 05:00 P.M.
<b>Bid Submission End Date/Time</b>	26.07.2018 AT 05:30 P.M.
<b>Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*</b>	27.07.2018 AT 01:00 P.M.
<b>Bid Opening Date/Time</b>	27.07.2018 AT 03:00 P.M.

- Note:** (1) Tender fees for the document downloaded from website and processing fee shall be deposited by the bidders separately, as applicable, by way of DD/Banker's cheque as per above table before the last date and time prescribed for online submission of bids.
- (2) All the prospective bidders who have purchased (who have deposited the draft for proposal fee) RFP documents will be invited to attend the pre-bid/proposal conference.
- (3) Bid Validity is 180 Days from the last date of bid submission.
- (4) In case, any of the bidders fail to physically submit the Banker's Cheque/Demand Draft for Tender Fee, EMD, and RISL Processing Fee up to 01.00 PM on 27.07.2018, its Bid shall not be accepted.
- (5) The Banker's Cheque/Demand Draft/ Bank Guarantee should be drawn in favour of **"Registrar General, Rajasthan High Court , Jodhpur"** payable at **"Jodhpur"** from any Scheduled Commercial Bank.

By Order,

Registrar (Admn.)



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## **General Information, Instruction & Terms and Conditions for Bidders**

### **A. Name of the Authority Inviting Tender**

Registrar General, Rajasthan High Court, Jodhpur, (Rajasthan) – 342001  
Phone: 0291-2541338, 2546974 (Fax), Mail: [hc-rj@nic.in](mailto:hc-rj@nic.in), <http://www.hcraj.nic.in>

### **B. Nature of Work**

Onsite Comprehensive Annual Maintenance Contract (AMC) of Computer Systems and Peripherals, Printers, Cisco Switches and Kiosks and Server installed at Rajasthan High Court Jodhpur and Bench at Jaipur.

### **C. Place of Work**

Servers, Computer Systems, Printer, Switches, Servers and other Computer Peripherals of heterogeneous makes/models and Computer Operating Systems and Software installed at Rajasthan High Court Jodhpur and Bench at Jaipur, Residential Offices of Hon'ble Judges, Registrars, all sections, PAs and Stenographers of the Court.

### **D. Pre-Bid/Proposal Conference:**

- (a) All Pre-Bid queries have to be submitted in writing to Registrar General, Rajasthan High Court, Jodhpur on or before 20.07.2018 by 03.00 PM in the format given below on the company Letter Head.

Sr No	Page No	Clause /Point No.	Subject Clarification Sought	Remarks (if any)

- (b) Only (OEM / System Integrator) will be allowed to attend the Pre-Bid meeting. Interested tenderer may choose to attend the Pre-Bid meeting at their own cost.
- (c) No queries will be entertained after the allotted time frame. As a result of the discussion in the Pre-Bid meeting, if it is considered necessary to modify the technical specifications or any tender conditions, the same shall be carried out.
- (d) The Project Authority shall endeavor to clarify such issues during the discussions. However, at any time prior to the date for submission of RFP, RHC, Jodhpur may, for any reason, whether at its own initiative or in response to the discussions/ clarifications, modify the RFP document by issuance of addenda(s) and conveyed to the bidders found successful in evaluation of the RFP.

**Note: It is mandatory to submit the tender fees of Rs 1000/- (In words one Thousand rupees only) in the form of Demand Draft/Cash/Banker's Cheque in favour of "Registrar General, Rajasthan High Court" payable at Jodhpur to participate in Pre-Bid meeting.**

### **E. ELIGIBILITY CRITERIA :**

- Firm should be ISO-9001 & ISO-20000 Certified.
- Turnover of Firm in last three financial years should be more than Rs.1 Crore.
- Firm should be profitable and submit the Audit Report of last three financial years.
- Firm should be having an experience of 5 years in the field of AMC Services in Banks/PSU/Corporate or similar body. Proof of the same should be submitted.
- Firm should have experience in providing services to OEM or OEM support/ Partner Certificate.



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- (vi) Firm should submit an Experience Certificate of minimum 5 Orders of value Rs. 10 Lacs total.
- (vii) Firm should be registered in PF, ESI and Labour Departments, Firm should submit the PF and ESI Challan at the time of submission of the bills.
- (viii) Firm should have PAN, TIN, Service Tax registration/GST.
- (ix) Firm should have corporate registration.
- (x) An Engineer should be available at the time of tender in the required area like RHC, Jaipur and RHC, Jodhpur.
- (xi) No Third Party Support or sub letting of the Services will be allowed.

## F. Evaluation Criteria:-

Eligible RFPs shall be evaluated on the basis of evaluation criteria.

Proof of eligibility of all applicants shall be examined to confirm if the eligibility criteria is met. The bidder who fails to meet one or more of the stipulated eligibility criteria shall be declared as “ineligible/non-responsive”.

## G. Declarations:

Every bidder is supposed to submit a declaration in following annexure:-

**Annexure A:** - Compliance with the Code of Integrity and no Conflict of Interest.

**Annexure B:** - Declaration by the bidder regarding qualifications.

**Annexure C:** - Grievance Redressal during procurement process.

**Annexure D:** - Additional Condition of Contract.

## H. Evaluation of the Proposals

Only the proposals received upto due date and time at the designated place will be considered for evaluation. To facilitate evaluation, Office of Registrar General, Rajasthan High Court may, at its sole discretion, seek clarification in writing from any bidder.

## I. Method for submission of the Proposal:

Proposals shall be received on e-portal i.e. <http://eproc.rajasthan.gov.in> by Project Authority in single cover i.e. Technical Proposal and Financial Proposal (BoQ) in one cover.

## J. SCOPE AND SERVICES:

Provide the following services under the contract to keep the systems & peripherals in good working order.

1. Scheduled preventive maintenance (PM) once **in Six Months** for all systems and peripherals as detailed in Annexure-1. PM can be clubbed with corrective maintenance. VENDOR/CONTRACTOR would submit these calls sheets/ PM reports to Registrar cum Central Project Coordinator. In case VENDOR/CONTRACTOR fails to submit PM reports, penalty clause will apply. PM shall be carried out within a month after the expiry of a period six months from last PM. If not, then a penalty equal to thrice the amount of penalty rate is applicable. Beyond this period, 5% of AMC amount will be added to this penalty on weekly basis. If the penalty amount of VENDOR/CONTRACTOR exceeds the AMC amount then the issue will be taken to the higher authorities and VENDOR/CONTRACTOR may not be considered for subsequent award of AMC. Preventive maintenance schedule: The preventive maintenance will include cleaning (both inside and outside) using vacuum cleaner, Cleaning of RAM, checking health of equipment, Cleaning of unnecessary temp files, Registry cleaning and Resolving technical problems of the Computer Systems & Peripherals. The required tools and softwares for this purpose will be provided by the contractor.



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2. Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the system. This includes replacement of unserviceable parts. The parts replaced will either be a new parts or equivalent in performance to new parts. Whether a defective item or components are to be replaced or repaired shall be at the reasonable discretion of the vendor. In the case of a part, the defective part removed from the system will become the property of VENDOR.
3. Antivirus/Anti Phishing/Firewall/Spyware/Online Support: This contract includes the Anti-Virus software support on the systems covered under the contract. Any problem related to system virus will be attended and rectified. VENDOR/CONTRACTOR will update their anti-virus software as and when required and also during preventive maintenance of the systems. The calls for virus will be treated in similar way as normal break down call.

### K. GENERAL TERMS & CONDITIONS:

1. The AMC rates mentioned in this Contract will be valid for one year from the date mentioned in the Work Order. The Contract may be renewed for a further period of One Year with the same terms and conditions provided that RHC is satisfied with the services of VENDOR/CONTRACTOR or on the terms and conditions mutually accepted by Rajasthan High Court and the VENDOR.
2. System maintenance charges shall not include the cost of consumables and supply items Such as Media items, Cartridges, toner cartridge, computer stationery, drum unit for all printers. The faulty power adaptor, power cable and printer interface cable will be repaired/replaced by VENDOR.
3. AMC is comprehensive in nature and includes all parts of the Hardware Items. Any defective part has to be repaired/replaced by the vendor at their own cost. Parts so replaced should be new and original parts of the OEM depending on the items under contract. All accessories of Hardware Items which are essential for running the item are covered under AMC.
4. The contract will also include providing the Facility Management System including software/specialized software installation/OS installation ensuring /configuring network connectivity on all clients, configuring e-mail on clients wherever required.
5. The new upgrade items (Memory, HDD, MM Kit etc.) / other items purchased from VENDOR/CONTRACTOR or any other vendor and upgraded into the existing AMC system will be included in AMC with VENDOR/CONTRACTOR as soon as warranty expires or after the expiry of the common date of warranty of upgraded items, if the items are purchased in lots over a period. This will be done through Addendum signed by High Court and VENDOR.
6. For down time calculation, the day on which the call is lodged will not be taken as part of downtimes. Also if the user is not able to hand over the system to VENDOR/CONTRACTOR engineer for maintenance purpose, such time will not be considered for the down time penalty.
7. The maintenance services will be comprehensive and will include cost of labor, faulty parts/complete equipment replacement of same or higher configuration etc. The cost of



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transport/movement (as and when required) of contractor's personnel and items (for AMC and FMS) between Rajasthan High Court and other location situated at both places (Jodhpur and Jaipur) will also be part of maintenance services. For defective hard disk the contractor will provide a new hard disk and the defective hard disk will be property of Rajasthan High Court. At any stage no hard disk will be permitted to be taken out of Rajasthan High Court premises and our other locations situated at both places (Jodhpur & Jaipur).

8. In case, the system is not repairable at site it can be sent out of site under specified guidelines with returnable Gate Pass.
9. Repairs includes repair of Operating System provided by RHC, commonly used Office Software as may be provided by RHC and their installation and all hardware parts.
10. The contractor will also provide minimum 150 Anti Virus Softwares/ Anti phishing/firewall/spyware/online support with three year license for desktops, workstations and servers as per the specification provided in Annexure 1. The contractor's engineers will be required to load/install as well as regularly update the anti-virus software on all PCs, WSs and Server during the contract period.
11. If requirement arises then more Anti Virus Softwares/ Anti phishing/ firewall/ spyware/ online support will be provided by the contractor on pro rata basis. The license for one year will be effective from the date of installation of the Anti Virus Software. Total charges of Anti Virus Software will be based upon the actual number of softwares installed at the rate negotiated and accepted by Rajasthan High Court's Tender Procurement Committee.
12. The contractor will provide the following personnel at Rajasthan High Court as part of Facility Management Service (FMS):-  
Engineer : 02 (each Location)
13. These personnel will be sent to our other location situated at both places (Jodhpur & Jaipur) at NO extra cost as and when required for maintenance of Computer Systems and peripherals installed there, under this AMC.
14. Required personnel to be provided as part of Maintenance of **Facility Management Service (FMS)** to Rajasthan High Court. The contractor may provide more personnel than projected by Rajasthan High Court but at NO extra cost. Also for certain critical cases, the firm will be required to provide specialists for repair/inspections (diagnosis) at no extra cost to Rajasthan High Court.
15. Vendor/Contractor will provide a list of probable personnel under FMS. However, the final selection of personnel will be made by a Board/ Committee of Officers duly constituted by Rajasthan High Court after conducting interview to assess their skills and expertise to suit the requirement.
16. The Contractor will liaison on behalf of Rajasthan High Court, with other different OEMs for repair of the equipment, which are under warranty or newly installed.
17. The contractor has to station the maintenance personnel at Rajasthan High Court from 10.00 am to 05.30 pm daily on all working days or as directed by RHC. The personnel are liable to work on holidays, Saturdays and Sundays. However, these personnel will be sent to our other location situated at both places (Jodhpur & Jaipur) at NO extra cost as per





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requirement for maintenance of Computer Systems and peripherals installed there, under this AMC.

18. AMC charges will be based upon the actual number of items handed over to the contractor for maintenance at the rate negotiated and accepted by Rajasthan High Court 's Tender Procurement Committee for different types of equipments.
19. The total number of items shown in **Annexure 1** may vary i.e. it may increase/decrease at the time of awarding contract. The actual cost of AMC will be based on actual number of items brought under AMC. It is expected that during the contract period, more equipment may be included/excluded for maintenance and repair services of AMC. These equipments will be included/excluded on pro-rata basis. For every 25% increase in total cost of maintenance & repair charges the contractor will be required to provide one additional manpower at NO extra cost. However, in the case of reducing the number of items under this AMC, no person will be withdrawn from FMS by the contractor.
20. The contractor will maintain an inventory of standby hardware for repair at Rajasthan High Court . This will include Personal computer, Server, printers, monitors, keyboards, mouse, interface cables, CMOS batteries, RJ-45, Hard-discs etc. Further, one trolley, vacuum cleaner, ladder, torch & other related tool kits for carrying out the necessary jobs/works of stores within Rajasthan High Court will be required to be positioned at Rajasthan High Court by the contractor. The items in inventory must be branded and new. In the case of replacement of faulty hardware part, the new part must be branded and possibly of the same maker.
21. Vendor has to submit the unit AMC, FMS and Anti Virus Software cost for each category of items. The total cost will be determined by multiplying the unit cost and the total number of items in each category.
22. The L1 will be decided on the basis of the Total Cost as per **Annexure 2** i.e Total Cost includes the cost of AMC, cost of FMS and cost of Anti Virus Software/ Anti phishing/firewall/spyware/online support.
23. Category wise unit AMC cost will be called the pro-rata cost to decide the total value of AMC.
24. The contractor will resolve the issues beyond the scope of deployed manpower.
25. The contractor has to provide a standby hardware in case the breakdown maintenance takes more than two working days for on-site repair. For any repair not carried out within two working days or a standby provision period not exceeding 14 working days, Rajasthan High Court may impose a penalty of Rs 300 per item per day till the date the item / equipment is made functional.
26. In case resident engineer is on leave, replacement standby engineer has to be provided without delay. If no resident Engineer/ Field Engineer/ Help Desk / Helper is provided Rajasthan High Court may impose a penalty of Rs. 300 per day per person.
27. Repair status will be cleared after user is satisfied with the repair.
28. Data recovery is a part of the maintenance contract and is in the scope of work.





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29. Maintenance & repair of printers including replacement of Teflon, Logic card etc. and all other consumable items except toner and cartridge.
30. Contractor/Vendor is liable to handover all the hardware under its AMC to the successor in working condition, failure of which shall lead to non-release of Bank Guarantee by Rajasthan High Court . The Bank Guarantee shall be forfeited if the item / equipment is not brought to working condition within 6 months of expiry of AMC contract.
31. Further, the Vendor's/Contractor's engineers shall install and configure licensed software (OS/RDBMS/Any Other) if the necessity arises. The software and manuals will be provided by Rajasthan High Court . The contractor will ensure that the RSEs are updated of their technical knowledge on regular basis by sending them on short term training capsules.
32. This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm, lightning, and other natural calamities. Physical damage to equipments is also not covered under the scope of AMC support.
33. At each location, High Court will keep record of machine failure including the nature of failure, date and time of booking the complaint (at mutually agreed location), when the machine was made ready for use and the total down time. This record will be signed by VENDOR/CONTRACTOR service engineer and High Court representative. This can be done either through the complaint register or call slips.
34. High Court personnel will be responsible for operating the systems and peripherals. During the period of contract, High Court will restrict to operational activities only and will not repair/ maintain any equipment.
35. The equipment will be handed over back to the High Court after the AMC period in good working condition.
36. Any new hardware will be brought into maintenance through a written intimation or the Addendum. The new hardware will be inspected by VENDOR/CONTRACTOR and its maintenance will be taken up after acceptance of the same. In case High Court decides to withdraw any equipment from contract during the AMC period, the same would be taken out of this contract with written information to VENDOR.
37. To monitor the maintenance activity and to discuss other related matters, a monthly meeting between High Court and VENDOR/CONTRACTOR will be held at Jaipur/Jodhpur on consent of Registrar cum Central Project Coordinator.
38. Any damage to the system when the system gets burnt due to short circuit or other internal damage would not be covered under this contract and it will be discussed mutually on case to case basis.
39. This contract is made for all computer systems and peripherals of Rajasthan High Court.
40. This contract does not cover any database or user application related problems.
41. For OS support, user will provide a set of OS licensed versions.



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42. To cater the services looking after the immediate service needs, when it comes from any critical department/courts, Four dedicated manpower (two at Principal Seat, Jodhpur and two at Bench, Jaipur) on Regular basis will be provided by VENDOR/CONTRACTOR. **The Regular Call Register will also be maintained by the dedicated manpower provided by the VENDOR/CONTRACTOR.**
43. All taxes are inclusive in the rate as quoted by the bidder.
44. The contract will initially be for one calendar year, extendable to upto one year on same terms and conditions with updated list of equipment and increase in price not more than 10% of total AMC with FMS cost. RHC, JODHPUR reserves right to cancel the contract by giving prior notice of one month if satisfactory services are not provided by the contractor.
45. As the working place is a Restricted area, all personnel deployed by the AMC provider should be required to clear police verification, at their own arrangement & the contractor will provide the Identity Cards of their firm to these personnel.
46. Vendor/Contractor will distinctively do the marking on each & every item under AMC. The Vendor/Contractor will be required to submit a summary of daily & monthly call reports to RHC, JODHPUR & BENCH, JAIPUR.
47. The Vendor/Contractor personnel will maintain the confidentiality of data stored on computers systems. The contractor will be required to take appropriate actions in respect to his personnel to ensure that obligations of non-use & non-disclosure of confidential information. No staff /RSEs of contractor will carry out any personnel USB drives / Blank CDs and Mobile phone / Camera etc. inside RHC, JODHPUR/JAIPUR premises.
48. RHC, JODHPUR/JAIPUR will provide sufficient working place, storage place, communication facility etc. to the contractor for their smooth functioning at no cost.
49. The CDs & Printers cartridges will be covered as consumables and will be supplied by RHC, JODHPUR/JAIPUR. However, Power cables (of computer systems & peripherals) patch cords (CAT6, RJ45 connectors); Optical fiber (up to max 20 meter); printer cables (USB /Parallel port cables) and Scanner Data cables will form the part of the AMC, at NO extra cost to RHC, JODHPUR/JAIPUR and suitable inventory be maintained by tenderer at RHC, JODHPUR/JAIPUR.
50. Tenderer's Help Desk / Coordinator will liaise, on behalf of RHC, JODHPUR/JAIPUR, with other different contractors for repair of the equipment, which are under warranty or newly installed.
51. The Vendor/Contractor will maintain minimum 5% inventory of the item / equipment in each category namely Desktop, Workstation, Server, Printer, scanner, UPS, Speaker, Mechanical keyboard, optical mouse, CMOS Batteries, Graphics Card etc. at RHC, JODHPUR/JAIPUR. The inventory may change depending upon the number of equipments under AMC added or deleted in each category. The items in inventory must be branded and new.
52. The Vendor/Contractor shall not be allowed to leave or break the contract before expiry of contract period at any cost.



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## L. SERVICE ASSURANCE: FOR ALL EQUIPMENT OTHER THAN LASER PRINTER and UPS

Maximum acceptable downtime will be **Two** day excluding holidays. Maximum acceptable downtime will be **five** working days excluding holidays, if the RSE is unable to repair the machine. (Wherever Saturdays are working they should be counted as normal working days).

## M. PENALTY: DOWNTIME PENALTY:

Penalty for completing the calls after the time as indicated in Service Assurance will be as follows:

Item	Penalty (per day)
Basic Service (BCHWSS) – DESKTOP	- 75/-
Basic Service (BCHWSS) – SERVER	- 200/-
Basic Service (BCHWSS) – PRINTER	- 75/-
Basic Service (BCHWSS) – RACK	- 200/-
Basic Service (BCHWSS) – SWITCH	- 200/-
Basic Service (BCHWSS) – KIOSKS	- 100/-
Basic Service (BCHWSS) – PROJECTOR	- 75/-

- Maximum Penalty per day will be limited equal to penalty of system /printer/Terminal Server (whichever is more) , if the system and attached DMP/Ports are down at the same time. LTS attached in a Network System is a separate device, if down simultaneously, penalty will be charged separately.
- Whenever the system and printers cannot be repaired on site within the specified limits, the vendor will have the option to provide an alternate equipment of matching specification, which will be replaced within the period of **maximum 30 days** with the equipment of same make/ model. But in case of computer system, the original CPU will be restored. Failing to carry out / bring about these replacements, the penalty clause shall apply.

## PREVENTIVE MAINTENANCE (PM) PENALTY:

Penalty on failure of scheduled PM would be as follows:

- Rs 175/- Per PM – for Client System.
- Rs. 425/- Per PM – for Server System
- Rs.150/- Per PM– For DMP/Inkjet/Laser.

## N. SLA adherence during Warranty and Support Services

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract / Project, failing which the selected bidder(s) is liable to be penalized:

Sl. No.	Type of Incident	Target Resolution time	Penalty
1	Any defect in all the items or any of its	T+7 days	No penalty
		> T+ 7 days	Rs. 100 /- per day per items till



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	part		the defect is rectified
		> T + 90 Days	If the selected bidder(s) fails to rectify a defect within 90 days, RHC may proceed to take such remedial action as may be necessary, in addition to other resources available in terms and conditions of the contract and bidding document

**Note: T is the time when user reports the defect with the all the items at the service support centre / Resident Engineer (as per the contact address provided by the bidder) in person.**

## O. PAYMENT TERMS:

- Payment will be made on production of pre-receipted bills after due verification /inspection and acceptance of services through Rajasthan High Court , Jodhpur.
- The payment will be released on quarterly basis and no advance payment will be made. Quarterly bills be got verified from the officer of RHC authorized on behalf of RHC.
- VENDOR/CONTRACTOR will submit quarterly bill along with the downtime statement within one week of completion of the quarter at the HIGH COURT. High Court will reconcile this and release the payment within 3 weeks of **submission of quarterly bills along-with the downtime statement** by the VENDOR.
- However, if due to any reasons, High Court is unable to reconcile the penalty amount, 80% of the total amount or amount equal to last quarter payment, whichever is less, will be released. The balance 20% or remaining amount will be released after reconciling the penalty amount. Penalty of delayed report can be adjusted in the next quarter bill. In case penalty exceeds AMC amount the excess amount may be adjusted in the next quarter bill. VENDOR/CONTRACTOR desires to collect all cheques in person.
- No correspondence/Discussion/visits will be entertained on the subject unless specifically called by this office after opening of tender for technical discussion / price negotiations.
- The vendor/contractor will provide Bank Guarantee at the rate of 10% of the total order value for performance warranty. The contractor should provide an EMD @2% of the value subject by way of Demand Draft in favour of "The Registrar General, Rajasthan High Court, Jodhpur". The EMD should be enclosed in Part A (Techno-commercial) bid only. The offers without EMD shall be rejected.

## P. Technical Competency Parameters

- The tenderer needs to submit Letter of Understanding with different OEMs such as HCL, ACER, DELL etc. for supporting and smooth maintenance of items / equipments.
- Non-submission of authentic proofs required for these parameters will lead to the rejection of bid.
- The tenderer needs to submit a photocopy of supply order in respect of AMC awarded by at least 3 ongoing AMC in the Govt. Departments and the AMC amount for each should be more than 10 Lac.



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- (iv) The contractors/vendors must attach technical competency information about the repair & maintenance facilities and other details as mentioned in 'Annexure –4' to this document.
- (v) The minimum desired parameters required for any firm to qualify technically are also mentioned in Annexure 4.

### **Q. Other Terms and Conditions**

- (i) Technical & Bid documents in one envelopes are to be submitted to Registrar General, RHC, JODHPUR and BoQ (Annexure-2) is to be submitted online. The bidder who fails to submit in bid will not be considered. Kindly note that Compliance statement for the services as per format given in Annexure "3" & 'Annexure-4' must be included in the bid. Further, Cost details must be provided as per format given in annexure "5". Any cost, which is not included in our format must be indicated by the contractor separately. Quotations received late, improperly sealed, or without complete marking or with overwriting/corrections in the quotation document are liable to be rejected. The contractor should quote for the entire schedule of requirements/services. Part quotation will be rejected. One bidder will be selected for this whole tender.
- (ii) The Bidder must quote rates per unit in numbers and words. The total value should also be indicated.
- (iii) The number of items / equipments may be increased / decreased at the time of award of final contract by the office.
- (iv) RHC, JODHPUR/JAIPUR reserves the right to accept or reject the tender without assigning any reasons.
- (v) On inspection, if any item / equipment is found faulty, contractor will submit the estimated cost of repair and the machine will be taken in AMC after repair date.
- (vi) The tenderer's annual turnover in last three financial year should not be less than 1 crore.
- (vii) The contractor must have Service Tax Registration Number.
- (viii) The Vendor/Contractor will not sub-contract or permit any other personnel than the Vendor's/Contractor's personnel to perform any work, service or other activities required by RHC, JODHPUR/JAIPUR without the prior written consent of the RHC, JODHPUR.

### **R. CALL REGISTRATION AND COMPLETION:**

All the maintenance calls will be logged/registered. VENDOR/CONTRACTOR will acknowledge each call with a Unique Call ID Number, which is to be used for reference in future. All calls will be made available to VENDOR/CONTRACTOR at HIGH COURT Principal Seat, Jodhpur and Bench at Jaipur. VENDOR/CONTRACTOR will prepare the call service slips in triplicate; these will be signed by High Court and VENDOR/CONTRACTOR. One copy will be given to the user and one copy will be submitted to the concerned controlling officers. Third copy will be retained by VENDOR/CONTRACTOR. No other documents will be used to workout downtime for penalty calculation.



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**S. REVISION OF MAINTENANCE CHARGES:**

Changes or enhancement in systems features may necessitate revision of the specified minimum maintenance charges and shall be covered by an addendum.

**T. FORCE MAJEURE:**

VENDOR/CONTRACTOR shall not be liable or deemed to be in default for any delay or failure in performance stated herein under resulting directly or indirectly from causes beyond its reasonable control and if VENDOR/CONTRACTOR is prevented from performing its function under the instrument for a period longer than six months, VENDOR/CONTRACTOR's liability ceases under this contract and then both the parties shall discuss the course of action to be taken afterwards.

**U. CHANGE OF OWNERSHIP:**

The obligation of VENDOR/CONTRACTOR under this contract shall cease forthwith if High Court ceases to be the owner of the machine.

**V. GENERAL PROVISIONS:**

This agreement shall supersede all previous communications, both oral and written and the provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both parties hereof.

**W. ARBITRATION CLAUSE:**

In case of any dispute, following arbitration clause will apply:-

Any question, dispute or difference arising under the contract, shall be referred to High Court of Rajasthan for appointment of Arbitrator. The awards of the arbitrator shall be final and will be binding on the parties of this contract.

The arbitrator shall be entitled to extend the time of arbitration and award by consent of the parties from time to time. The venue of the arbitration shall be High Court of Rajasthan, Jodhpur and the expenses of arbitration will be discretion of the arbitrator. Subject as aforesaid, the Arbitration Act 1996 and the rules there under, any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this condition.

***Note : In addition to the above Terms & Condition Rules of GF&AR-II and Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 shall be applicable.***



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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 any information 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 a 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 the bidding process if, including but not limited to;

- (a) has controlling partners/shareholders in common; or
- (b) receives or have received any direct or indirect subsidy from any of them; or
- (c) has the same legal representative for purposes of the Bid; or
- (d) has 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) participates in more than one Bid in the 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 have 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

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, nor have my/our affairs been administered by a Court or a Judicial Officer. My/Our business activities have not been suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. I/We, and our directors and officers have not 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, nor 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:



## 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 by any decision, action or omission of the Procuring Entity that is in contravention to the provisions of the Act, the Rules or/and the Guidelines issued thereunder, 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 in bidding process 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 may file second Appeal.
- (4) 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 should also be annexed.
- (c) Every appeal may be presented to the Appellate Authority, as the case may be, in person or through registered post or authorized representative.



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**(6) Fee for Filing an Appeal**

- (a) Fee for filing an 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 or banker's cheque of a Scheduled Bank in India payable in the name of the Appellate Authority concerned.

**(7) Procedure for disposal of Appeal**

- (a) The Appellate Authority as the case may be, upon filing of an appeal, shall issue a notice accompanied by a copy of the appeal, affidavit and documents, if any, to the respondents and fix a 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 thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof 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) .....

3. 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

4. If the Appellant proposes to be represented by .....  
a representative the name and postal address .....  
of the representative. ....

5. Number of affidavits and documents enclosed 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 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-1

### List of Servers, Switches, Computer Systems and Other Hardware Equipments/Peripherals and Kiosks to be kept under Annual Maintenance Contract

#### DETAILS OF ITEMS TO BE COVERED UNDER AMC

S.No.	AMCs	Item	Unit	Location	
				Jodhpur	Jaipur
1	Computer System / Server and Peripherals	Desktop Computer with LCD Monitors	344	140	204
		Rack mountable Server 2U and 7 feet cables with accessories to connect KVM switch to Monitor, KBD & Mouse-each	8	4	4
		Rack (PS2 KBD Mouse with W/LCD)	2	1	1
		KVM Switch	2	1	1
		SCANNERS HIGH-END (HP 8270)	5	-	5
		Laser Jet High-end (HP 2015 DN)	2	1	1
		Laser Jet Printer HIGHEND (HP 1522N MFP)	2	1	1
		Projector – Hitachi	2	1	1
		Canon DR-F120 Scanner	14	-	14
		Canon 6200D Printer	40	40	-
		Canon LBP 3300 Printer	20	20	-
		Manpower	4	2	2
2	Cisco Switches and Kiosks	CISCO CATALYST 2960 Series 24 Port	15	15	NIL
		CISCO CATALYST 3750 Series 24 Port	1	1	NIL
		Information Kiosks (HCL)	4	2	2

Note: Inventory details of Computer Systems and Peripherals, Cisco Switches and Kiosks and Server are attached separately.



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## ANNEXURE-2: PRICE BID(BoQ) (on e-Proc website):

### Item Rate BoQ

Tender Inviting Authority: Registrar General, Rajasthan High Court, Jodhpur

Name of Work: Comprehensive Annual Maintenance Contract (AMC) of Computer Systems and Peripherals, Printers, Servers, Cisco Switches and Kiosks Installed and Server installer at Rajasthan High Court Jodhpur and Bench at Jaipur

Contract No: NIT No: HC/SK/2018-19/205 Dated : 13.07.2018

Bidder Name :

### PRICE SCHEDULE

(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUM BER	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures To be entered by the Bidder (inclusive of all Taxes)	TOTAL AMOUNT (inclusive of all Taxes)	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
1	AMC RATE CONTRACT						
1.1	Desktop Computer with LCD Monitors	344	Nos	553840			
1.2	Rack mountable Server 2U and 7 feet cables with accessories to connect KVM switch to Monitor, KBD & Mouse-each	8	Nos	79120			
1.3	Rack (PS2 KBD Mouse with W/LCD)	2	Nos	6900			
1.4	KVM Switch	2	Nos	2070			
1.5	SCANNERS HIGH-END (HP 8270)	5	Nos	5170			
1.6	Laser Jet High-End (HP 2015 DN)	2	Nos	3300			
1.7	Laser Jet Printer HIGH-END (HP 1522N MFP)	2	Nos	2998			
1.8	Projector – Hitachi	2	Nos	3000			
1.9	Canon DR-F120 Scanner	14	Nos	14490			
1.10	Canon 6200D Printer	40	Nos	62120			
1.11	Canon LBP 3300 Printer	20	Nos	31060			
1.12	Dedicated Manpower	4	Nos	720000			
1.13	CISCO CATALYST 2960 Series 24 Port	15	Nos	52800			
1.14	CISCO CATALYST 3750 Series 24 Port	1	Nos	21160			
1.15	Information Kiosks (HCL)	4	Nos	41972			
Total in Figures							
Quoted Rate in Words					INR Zero Only		

The rates shall be filled up separately in the given format on e-procurement portal with financial bid.





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## ANNEXURE-3

### PREVENTIVE MAINTENANCE OF COMPUTER SYSTEMS/PERIPHERALS INSTALLED AT HIGH COURT

Location/Court : Section:  
 Officer In-charge : Period :  
 Room No : Date :  
 Controlling Officer :  
 e-mail id :

M/c Type (with S.No) :

**Use only one PM sheet for one item**

Action taken :

#### (A) Environmental/Electrical conditions :

- i) Dust Level O.K. : \_\_\_\_\_(Y/N)  
 ii) Temperature : \_\_\_\_\_  
 (Recommended 22 to 28 degree C)  
 iii) Humidity O.K. : \_\_\_\_\_(Y/N)  
 iv) Voltage L-N : \_\_\_\_\_  
 L-E : \_\_\_\_\_  
 N-E : \_\_\_\_\_

#### (B) System/Printer

- i) Cleaned  
 a) Dust : \_\_\_\_\_(Y/N) c) CD ROM Lens : \_\_\_\_\_(Y/N)  
 b) FDD : \_\_\_\_\_(Y/N) d) Printer sensors: \_\_\_\_\_(Y/N)  
 ii) Configuration Checked : \_\_\_\_\_(Y/N)  
 iii) OS/ Drivers Checked : \_\_\_\_\_(Y/N)  
 iv) Network Connectivity OK : \_\_\_\_\_(Y/N)  
 v) Performance OK : \_\_\_\_\_(Y/N)

#### (C) Virus Checked OK :

- i) Virus Scanner Used :

General Layout :

Suggestions (If any) :

Remarks :

#### User:

Name :  
 Designation :  
 e-mail ID :  
 Phone No :

#### Engineer:

Name :  
 Organization :



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## ANNEXURE-4

### **FORWARDING LETTER / SELF DECLARATION FORM**

(To be submitted on Bidder's Letter Head)

To

The Registrar General,  
Rajasthan High Court ,  
Jodhpur (Rajasthan)

Sub: Your Tender Notice No: HC/SK/2018-19/205 Dated : 13.07.2018

Sir,

This is with reference to your above mentioned tender for Annual Maintenance of Computers and other hardware installed in the Rajasthan High Court, Jodhpur and at Bench Jaipur. Having examined the Servers, Computer Systems and Peripherals, Cisco Switches Kiosks and server installed in the Court premises and the terms and conditions in the tender document, I/We hereby submit our proposal along with the necessary documents for Annual Maintenance Contract. I/We hereby declare that our company has an unblemished past record and is not under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Government/PSU.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that Rajasthan High Court reserves the right to consider / reject any or all bids without assigning any reason thereof.

Date:

Place:

Authorized Signatory:

Name:

Designation:

Phone:

Email:

Company Seal



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## Annexure-5

### Details of Resident Maintenance Engineers to be deployed at Rajasthan High Court (To be submitted by the Bidder)

Reference : Your Tender Notice No: HC/SK/2018-19/205 Dated : 13.07.2018

Sl. No.	Name of the Engineer	Details of Educational Qualification	Documentary Evidence	No. of Years with the Vendor	Documentary Evidence
1					
2					
3					

A copy of each of the documentary evidence mentioned above should be attached.

Signature of the Tenderer

Name:

Designation:

Date:

Place:

Company Seal



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## ANNEXURE-6 Organisation Detail Format

**Tender Notice No: HC/SK/2018-19/205 Dated : 13.07.2018**

Addressed to :

<b>Name of the Tendering Authority</b>	Registrar General
<b>Address</b>	Rajasthan High Court , High Court Campus, Jodhpur, (Rajasthan) – 342001
<b>Telephone</b>	0291-2541338, 2545516
<b>Tele Fax</b>	0291-2546974
<b>Email</b>	<a href="mailto:hc-rj@nic.in">hc-rj@nic.in</a> (clearly mention the NIT no. in the subject of the e-mail)

Firm Details :

<b>Name of Firm</b>			
<b>Name of Contact Person with Designation</b>			
<b>Registered Office Address</b>			
<b>Address of the Firm</b>			
<b>Year of Establishment</b>			
<b>Type of Firm</b> (Public Limited/ Private Limited/ Partnership/ Proprietary)			
<b>Telephone Number(s)</b>			
<b>Email Address/ Website</b>	Email: <input type="text"/>	Website: <input type="text"/>	
<b>Fax No.</b>			
<b>Mobile Number</b>			
<b>Certification/Accreditation/Affiliation (if any)</b>			

We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein alongwith the stamp of the firm).

Date:

Name & Seal of the firm: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2541338, 2545516 Fax No. 0291-2546974, Pin Code – 342001, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

## **ANNEXURE-7: SELF-DECLARATION – NO BLACKLISTING**

{to be filled by the Bidder}

To,

{Tendering Authority},

\_\_\_\_\_

\_\_\_\_\_

In response to the Tender Sub: Your Tender Notice No: HC/SK/2018-19/205 Dated : 13.07.2018 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 an 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 canceled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



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## **ANNEXURE- 8: UNDERTAKING FOR AUTHENTICITY OF ALL ITEMS and ALLIED EQUIPMENTS**

{to be filled by the bidder (On Rs. 100/- Non-Judicial Stamp Paper)}

To,

{Tendering Authority},

\_\_\_\_\_

Reference: Tender Notice No: HC/SK/2018-19/205 Dated : 13.07.2018

This has reference to the items being supplied/ quoted to you vide our bid ref No: HC/SK/2018-19/205 Dated : 13.07.2018

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

Note: The signing Authority should be no lower than Company Secretary of the OEM.



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## ANNEXURE-9: PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}

(To be submitted on Non-Judicial Stamp Paper accordance with Stamp Act and to be issued by a Nationalized/ Scheduled bank having its branch at Jodhpur)  
(Payable at par at Jodhpur)

To,  
Registrar General,

Rajasthan High Court ,

Jodhpur.

1. In consideration of the Rajasthan High Court , Jodhpur (RHC) (hereinafter called "RHC") having agreed to exempt M/s ..... (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..... dated ..... made between the Rajasthan High Court , Jodhpur through Registrar General and ..... (Contractor) for the work ..... (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees ..... only), we ..... (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the Rajasthan High Court , Jodhpur an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RHC. Any such demand made on the bank by the RHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RHC and We..... (Indicate the name of Bank), bound ourselves with all directions given by RHC regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We..... (indicate the name of Bank), undertake to pay to the RHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these, presents being absolute, unequivocal and unconditional.
4. We..... (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RHC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RHC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.





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5. We ..... (indicate the name of Bank) further agree with the RHC that the RHC shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RHC against the said Contractor(s) and to forbear or enforce any of the RFP for selection of VENDOR/CONTRACTOR for supply of all items throughout the State of Rajasthan (After Pre-Bid) terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RHC or any indulgence by the RHC to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RHC in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RHC may have obtained or obtain from the contractor.
10. We ..... (indicate the name of Bank) verify that we have a branch at Jodhpur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jodhpur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1) .....

(2) .....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:



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### GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfill the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on Non- Judicial Stamp Paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the Power of Attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalized Bank/ Scheduled Commercial Bank only.
5. Non – Judicial Stamp Paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the Non-Judicial Stamp Paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RHC.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of the Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

Registrar General, Rajasthan High Court, Jodhpur



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## **ANNEXURE-10:**

### **DRAFT AGREEMENT FORMAT**

(As per rules 0.25% of order or on Rs. 15,000/- 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 RHC 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 RHC to supply to the Registrar General, Rajasthan High Court, 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/services 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's Cheque/ Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ valid upto \_\_\_\_\_.
- b) Post Office 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 RHC.

Now these Present witness:

- 1) In consideration of the payment to be made by the RHC 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. 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 No: HC/SK/2018-19/205 Dated : 13.07.2018. 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.
- 2) Letter Nos. \_\_\_\_\_ dated \_\_\_\_\_ received from {bidder} and letter Nos. \_\_\_\_\_ Dated \_\_\_\_\_ issued by the RHC and appended to this agreement shall also form part of this agreement.
- 4) The RHC does 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 RHC 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.



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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 %

- 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 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 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 RHC and the decision of the RHC shall be final.

In witness whereof the parties here to 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  
Registrar General, RHC, Jodhpur

Designation:

Date:

Witness No.1



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## **ANNEXURE- 11**

### **RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)**

**(Must be filled)**

Dear sir,

We hereby confirm that we are willing to opt for payment to be received through RTGS/NEFT. The bank details duly confirmed by bank, for receipt of payment against material supply/services, miscellaneous dues are:-

#### **Bank Details**

- |    |                           |   |
|----|---------------------------|---|
| 1) | Account No.               | : |
| 2) | Type of Account           | : |
| 3) | Bank Name                 | : |
| 4) | Branch Name & Address     | : |
| 5) | Contact No. of the Branch | : |
| 6) | IFSC No.                  | : |
| 7) | PAN No.                   | : |

#### **Communication Details**

- |    |             |
|----|-------------|
| 1) | e-mail ID : |
| 2) | Cell No. :  |

We authorize you to deduct necessary bank charges of NEFT/RTGS.

We have forwarded a soft copy of the above details to [hc-rj@nic.in](mailto:hc-rj@nic.in) on date –

Yours faithfully,

\_\_\_\_\_  
(Signature & Name of authorised signatory with company/firm stamping)

#### **Bank Confirmation**

Certified that the above furnished bank details are correct as per our records.

Bank's Stamp

Authorized Signatory \_\_\_\_\_

Date \_\_\_\_\_