

**राजस्थान उच्च न्यायालय, जोधपुर**  
**निविदा सूचना**

क्रमांक : एचसी/एसके/2017-18/371

दिनांक :18.09.2017

राजस्थान उच्च न्यायालय में कार्यरत वाहन चालकों, जमादारों एवं अन्य सहायक कर्मचारियों के गर्म कोर्ट के उपयोगार्थ Raymond Wool Mark Blazer cloth Quality No. 1016/004578 (width 58 inch) के क्रय हेतु दरों के सम्बन्ध में मोहरबन्द निविदाएँ आमंत्रित की जाती हैं:-

क्र. सं.	सामग्री का विवरण	मात्रा (मीटर)	अनुमानित मूल्य	अमानत राशि
1.	Raymond Wool Mark Blazer cloth Quality No. 1016/004578 (width 58 inch) (395 mtr Mehroon Colour and 56 Mtr Neavy Blue Colour cloth)	451	2,37,000/-	4800/-

**निविदा की शर्त :-**

1. Raymond Wool Mark Blazer cloth Quality No. 1016/004578 (width 58 inch) हेतु केवल मात्र कपड़े के अधिकृत विक्रेता/डीलर/स्टॉकिस्ट/अधिकृत शोरूम ही निविदा प्रक्रिया में हिस्सा ले सकते हैं।
2. निविदाएँ दिनांक 20.09.2017 से लेकर दिनांक 04.10.2017 को दोपहर 01.00 बजे तक बेची जा कर दिनांक 04.10.2017 को दोपहर 03.00 बजे तक प्राप्त की जावेगी एवं प्राप्ता निविदाएँ दिनांक 04.10.2017 को अपराह्न 04.00 बजे उपस्थित निविदादाताओं/ प्रतिनिधियों के समक्ष खोली जाएगी। निविदा का विस्तृत विवरण एवं शर्त विभाग की वेबसाइट <http://www.hcraj.nic.in> एवं राजस्थान सरकार की वेबसाइट <https://sppp.rajasthan.gov.in> पर देखी जा सकेगी।
3. निविदा की अन्य शर्त/विवरण निविदा प्रपत्र में उपलब्ध है।

UBN No. RHC1718GSOB00015

आज्ञा से,

रजिस्ट्रार (वर्गीकरण),

# कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

निविदा एवं अनुबन्ध की शर्तें

पृष्ठ संख्या - 1

1. निविदाएँ पूर्ण रूप से भरी जाकर मोहरबंद निविदाएँ दिनांक 04.10.2017 को दोपहर 03.00 बजे तक कार्यालय में पहुँच जानी चाहिए। प्राप्त निविदाएँ दिनांक 04.10.2017 को अपराह्न 04.00 बजे उपस्थित निविदाताओं/प्रतिनिधियों के समक्ष खोली जाएगी। विलम्ब से प्राप्त निविदाएँ स्वीकार नहीं की जाएँगी।
2. निविदादाता द्वारा अनुमानित व्यय मूल्य की 2 प्रतिशत राशि कार्यालय में धरोहर राशि के रूप में नगद अथवा डिमाण्ड ड्राफ्ट के रूप में जमा करवानी होगी। डिमाण्ड ड्राफ्ट 'रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर' के नाम से देय होगा। निविदा प्रपत्र के साथ नगद की रसीद या डिमाण्ड ड्राफ्ट मूल रूप से संलग्न करना होगा।
3. निविदादाता फर्म निविदा प्रपत्र में वर्णित सामग्री स्वीकृत नमूनानुसार एवं वांछित क्वालिटी अनुसार होनी चाहिये। सप्लाई की गई सामग्री निर्धारित मानक/निर्देशों के अनुसार नहीं होने की स्थिति में बिना किसी अतिरिक्त शुल्क के त्रुटि सुधार कर/बदल कर देनी होगी अथवा उसका लागत मूल्य कार्यालय में जमा करवाना होगा।
4. Raymond Wool Mark Blazer cloth Quality No. 1016/004578 (width 58 inch) की सप्लाई एक मुश्त करनी होगी तथा इससे सम्बन्धित बिल का भुगतान सम्पूर्ण माल की सप्लाई किये जाने पर ही किया जायेगा।
5. सम्बन्धित फर्म को माल सप्लाई का कार्य आदेश प्राप्ति के पन्द्रह दिवस के भीतर पूर्ण करना होगा। निविदा में वर्णित दरों के सम्बन्ध में बाजार में किसी भी प्रकार की मूल्य वृद्धि होती है तो इसकी जिम्मेदारी सम्बन्धित फर्म की होगी, यानि वर्णित दर कर सहित ही होनी चाहिए।
6. निविदा में प्रस्तुत दरें सभी करों सहित शब्दों एवं अंकों से स्पष्ट रूप में लिख कर अंकित करनी होगी। कौट-छौट होने पर अपने लघु हस्ताक्षर करके दरें पृथक से स्पष्ट रूप से लिखनी होगी। निविदा में प्रस्तुत दरों में सामान को निर्दिष्ट स्थान/भण्डारगृह तक पहुँचाने का व्यय (Handling Charges) भी सम्मिलित होगा।
7. निविदादाता फर्म को Raymond Wool Mark Blazer cloth Quality No. 1016/004578 (width 58 inch) की सप्लाई हेतु उत्पादक/अधिकृत विक्रेता/डीलर/स्टॉकिस्ट/अधिकृत शोरूम होने का प्रमाण-पत्र आवश्यक रूप से संलग्न करना अनिवार्य है।

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर

क्रमशः पृष्ठ संख्या - 02

# कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

निविदा एवं अनुबन्ध की शर्तें

पृष्ठ संख्या - 2

8. किसी भी निविदा को पूर्ण रूप से या आंशिक रूप से स्वीकार/अस्वीकार करने का पूर्ण अधिकार कार्यालय को होगा। विभाग न्यूनतम निविदा को स्वीकार करने के लिये बाध्य नहीं होगा। निविदा खोले जाने एवं स्वीकार किये जाने की तिथियों में परिवर्तन का अधिकार अद्योहस्ताक्षकर्ता में निहित होगा।
9. सम्बन्धित फर्म को यदि पूर्व में किसी सरकारी/अर्द्धसरकारी/निजी संस्था के हेतु यदि निविदा प्रपत्र में वर्णित कपड़े का कोई कार्यादेश प्राप्त हुआ है अथवा किसी कार्य का अनुभव हो तो उसे अपने अनुभव प्रमाण-पत्र/ कार्यादेश की प्रति निविदा प्रपत्र के साथ संलग्न करना होगा। निदेशक इण्डस्ट्रीज एवं सप्लाय, राजस्थान के अन्तर्गत पंजीकृत फर्म, पंजीकृत वस्तुओं की निविदा दे सकती है। उनको धरोहर राशि जमा कराने की छूट का लाभ नियमानुसार देय होगा। किसी अन्य सप्लाय के लिए जमा धरोहर राशि का समायोजन इस निविदा पेटे नहीं किया जावेगा।
10. उक्त कार्य सम्पादन में यदि किसी भी प्रकार की हानि होती है तो इसके लिये कार्यालय किसी भी प्रकार की क्षतिपूर्ति नहीं करेगा न ही कार्यालय की कोई जिम्मेदारी होगी। कार्य कार्यादेश में वर्णित समय अवधि (कार्यालय द्वारा निर्धारित समय) के भीतर ही करना होगा। विलम्ब से किये गये कार्य पर नियमानुसार शास्ति (दण्ड) लगाई जायेगी।
11. उक्त निविदा में सफल निविदादाता अपने कार्य को स्वयं के स्तर पर ही सम्पादित करेगा स्वीकृत कार्य को किसी अन्य एजेन्सी या फर्म के माध्यम से नहीं करवायेगा अर्थात् सबलेट नहीं करेगा।
12. सफल निविदादाता को यह सुनिश्चित करना होगा कि उसके द्वारा सप्लाय की गई सामग्री कार्यालय द्वारा स्वीकृत किये नमूने अनुसार ही हो तथा माल डुप्लीकेट/अन्य ब्राण्ड या मेक का होने की स्थिति में कपड़े की खरीद द्वितीय न्यूनतम निविदादाता या स्थानीय बाजार से क्रय कर अन्तर की राशि सफल निविदादाता से वसूल किया जायेगा।
13. कार्यालय द्वारा निविदा में वर्णित सामग्री के लिये आर.टी.पी.पी. नियम-73 के अनुसार मूल्य निविदा के मूल्य का 50 प्रतिशत तक पुनरादेश (Repeat Order) दिया जा सकता है, जिसकी सप्लाय सम्बन्धित फर्म करने के लिये बाध्य होगी।
14. विपत्रों का भुगतान केवल ECS के माध्यम से किया जायेगा तथा इस हेतु निविदादाता को वांछित सूचना जैसे -- PAN No., GSTIN No, Bank A/C No., Name of Bank, Branch, IFSC Code, MICR Code, etc. उपलब्ध करवानी होगी। इस सम्बन्ध में किसी भी प्रकार की सूचना कम अथवा गलत पाये जाने पर होने वाली देरी अथवा नुकसान की जिम्मेदारी इस कार्यालय की नहीं होगी।
15. उपरोक्त शर्तों के अतिरिक्त, जहाँ आवश्यक हो, राजस्थान सरकार के General Financial and Accounts Rules के नियम एवं Transparency in Public Procurement Rules, 2013 के प्रावधान लागू होंगे।
16. सशर्त निविदा स्वीकार्य नहीं होगी।

मैंने/हमने उक्त वर्णित नियमों एवं शर्तों को अच्छी तरह से पढ़ लिया है तथा मैं/हम उक्त नियम और शर्तों से पूर्णतया सहमत है। इस सम्बन्ध में भविष्य में किसी भी प्रकार के होने वाले विवाद के लिये मैं/हम स्वयं जिम्मेदार होंगे।

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर

## 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 behaviour 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.

*one*

**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:

Signature of Bidder

Place :

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 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 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 the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.

**(4) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality

**(5) Form of Appeal**

- (a) An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for Filing Appeal**

- (a) Fee for filing appeal shall be rupees two thousand five hundred, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

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

- (a) The Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies there of relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.



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

Appeal No ..... of .....  
Before.....(Appellate Authority)

**1 Particulars of appellant:**

- (i) Name and father's name of the appellant : .....
- (ii) Official address : .....
- (iii) Residential address : .....

**2. Name and address of the respondent(s)**

- (i) .....
- (ii) .....
- (iii) .....

**2. Number and date of the order appealed against and name and designation of the officer / authority who passed the order, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved**

**3. If the Appellant proposes to be represented by :** .....

a representative the name and postal address .....  
of the representative. ....

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

**6. Grounds of appeal:-**

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

**7. Prayer** .....

Place .....

Date .....

**Appellant's Signature**





**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 in current financial year 2017-18 on same terms and conditions**. 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.