



# 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  
approximate 873 Nos. Laptop (HP Probook 450 G2 Note Book)**

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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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## ABBREVIATIONS & DEFINITIONS

<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>Bidder</b>	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids and which is participating in the Bid. Also called offeror or quotor.
<b>Contract</b>	"The Contract" means a legally enforceable agreement entered into between Rajasthan High Court and the selected bidder(s) with mutual obligations.
<b>Day</b>	"Day" means a calendar day as per GoR/ GoI.
<b>EMD</b>	Earnest Money Deposit
<b>FOR/ FOB</b>	Freight on Road / Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	"Goods" means a tangible physical product that can be contrasted with a service, which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>ML</b>	Manufacturing License
<b>NIT</b>	Notice Inviting Tender
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PC</b>	Procurement Committee
<b>PQ</b>	Pre-Qualification
<b>PM</b>	Preventive Maintenance
<b>Project Site</b>	"The Project Site", wherever applicable, means the designated place or places
<b>PSD/ SD</b>	Performance Security Deposit
<b>Purchaser/ Tendering Authority</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RHC in this RFP document.
<b>RFP</b>	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
<b>RHC</b>	Rajasthan High Court, Jodhpur
<b>RISL</b>	RajCOMP Info Services Limited
<b>Services</b>	"Services" means the services to be delivered by the successful bidder and are intangible equivalent of an economic good.
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>State Government</b>	Government of Rajasthan.
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Inspection Agency
<b>USB</b>	Universal Serial Bus (USB) is a specification to establish communication between devices and a host controller (usually a personal computer), which has effectively replaced a variety of earlier interfaces such as serial and parallel ports.
<b>VAT/ CenVAT/GST</b>	Value Added Tax/ Central VAT/Goods and Services Tax
<b>WO/ PO</b>	Work Order/ Purchase Order
<b>Working Day</b>	A Working Day from 10:00 AM to 05:00 PM except Rajasthan Government Holidays.
<b>BoQ</b>	Bill of Quantity
<b>BoM</b>	Bill of Material



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## Rajasthan High Court , Jodhpur TENDER NOTICE

**NIT No: HC/SK/2018-19/182**

**Dated : 09.07.2018**

Rajasthan High Court, Jodhpur invites bidding for purchase of **Comprehensive Annual Maintenance Contract (AMC) for approximate 873 Nos. Laptops (HP Probook 450 G2 Note Book)** for implementation of this AMC. Request for Proposal (RFP) is invited from eligible private sector/non-Govt./Govt. organizations/agencies/firms. All details related to this RFP can be viewed and downloaded from the 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 shall 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. 32,00,000/- (Rupees Thirty Two Lakh only)
<b>Earnest Money Deposit (EMD)</b>	2% of Estimated Value
<b>Publishing Date/Time</b>	12.07.2018 at 11.00 AM
<b>RFP Download Start Date/Time</b>	12.07.2018 at 12.30 PM
<b>Pre-Bid Meeting (Date, Time &amp; Venue)</b>	16.07.2018 at 01.00 PM Rajasthan High Court, Jodhpur (Rajasthan)
<b>Bid Submission Start Date/Time</b>	12.07.2018 at 02.00 PM
<b>RFP Download End Date/Time</b>	26.07.2018 at 4.00 PM
<b>Bid Submission End Date/Time</b>	26.07.2018 at 5.00 PM
<b>Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*</b>	27.07.2018 at 11.30 AM
<b>Technical Bid Opening Date/Time</b>	27.07.2018 at 02.30 PM
<b>Financial Bid Opening Date/Time</b>	Will be intimated later to the Technically qualified bidders

- 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 fails to physically submit the Banker's Cheque/Demand Draft for Tender Fee, EMD, and RISL Processing Fee up to 11.30 AM 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, Instructions & 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 approximate 873 Nos. Laptops (HP Probook 450 G2 Note Book), which are being used by Judicial Officers of Rajasthan at Rajasthan High Court and Subordinate Courts of Rajasthan at various locations in Rajasthan.

### C. Place of Work

All over Rajasthan, at the posting place of Judicial Officers i.e. Rajasthan High Court Jodhpur/Jaipur Bench and Subordinate Courts of Rajasthan.

### 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 16.07.2018 at 01.00 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/Bankers Cheque in favour of "Registrar General, Rajasthan High Court" payable at Jodhpur to participate in Pre-Bid meeting.**



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## E. ELIGIBILITY CRITERIA :

The RFPs shall qualify based on the following eligibility criteria-

No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	1.The bidder should be a Company/Distributor/ Registered Firm. 2. Firm having experience in providing the services to OEM or OEM support/ Partner Certificate.	1. Copy of Certificate(s) of Incorporation/Registration 2. Authorization Certificate from OEM (in case of a partner)
2.	Net Worth	The net worth of the bidder in the last financial year, i.e. 2017-2018, should be positive.  The bidder's total annual turnover from support services of computers systems / LAPTOP in India should be more than or equal to 1 Crore in last three financial years.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last three financial years
3.	Tax Registration and Clearance	The Bidder should have a registered number of i. GSTIN/VAT/Sales Tax/GST(if applicable) where his business is located; ii. Service Tax; iii. Income Tax / PAN /GSTIN/ TIN number; iv. Corporate Registration.	1. Copies of relevant Registration Certificates 2. Valid GSTIN/VAT Clearance Certificate upto date from the CTO of the circle concerned/ PAN No.
4.	Blacklisting	A bidder who is blacklisted from any other Govt. Institution is not eligible to participate in this project while under sanction by RHC. Similarly, at the time of bidding, the firms black-listed / debarred from participating in any procurement activities for fraudulent or corrupt practices by any State or Central Government or UT in India are not allowed to bid.	A Self Certified letter as given in the <b>Annexure-7</b>
5.	Service Support Centre	1. The bidder should have Service Support Centre / Resident Engineers available at District Head Quarter. 2. If the Bidder does not have any operational Service Support Centre /Resident Engineer at the District Headquarters, the bidder shall submit an undertaking to establish Service Support Centres / appoint and deploy Resident Engineers at the District Head Quarters within 7 days from the Date of Issue of Work Order and before signing of Agreement.	Details / Undertaking for setting up Service Support Centres / deployment of Resident Engineers in Rajasthan
6.	Experience in Implementation and Management of such Projects/ Schemes	Firm should be having experience of 5 years in the field of AMC Services in Central Government/ State Government/ Banks/ PSU/ Corporates or similar bodies. They shall submit the proof for the same.	Executed Work Order/ Experience Certificate. Firm should submit the Work Order / Experience Certificate of minimum 5 Orders of value Rs.10 Lacs each.

Note: 1. GST Registration/ VAT Or Service Tax Or Payment Clearance Certificate complete in all respect are necessary while submitting the bids.  
2. Bidder is to fill the above Annexure and indicate the page numbers of the supporting documents as proof while submitting the response to the eligibility criteria.



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## 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 annexures:-

**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

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. The bidder to inform himself fully:

The bidder shall be deemed to have been fully satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementation of the Project. Should he find any discrepancy in the RFP document including terms of reference, he can submit his issue/question in writing at least a week before Pre-Bid Conference.

## J. Evaluation of the Proposals

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.

## K. Method for submission of the Proposal:

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

## L. Documents comprising the Bid-

a. A Single stage-Two envelope/ cover system shall be followed for the bid:

I. Technical Bid

II. Financial Bid

b. Technical bid shall include the following documents:

SNo.	Documents Type	Document Format
1	Covering Letter – Technical Bid	On bidder's Letter Head duly signed by authorized signatory
	<b>Fee Details</b>	
2	Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque
3	RISL Processing Fee	Scanned copy of DD/ Banker's Cheque
4	EMD (2% of estimated cost of items for which bid is submitted)	Scanned copy of DD/ Banker's Cheque / Bank Guarantee as per RTPP Rules, 2013
	<b>Pre-Qualification Documents</b>	
5	Format of Covering Letter	as per Annexure-4



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6	Tender Form	as per Annexure-E
7	Proposal Format for Organization	as per Annexure-6
8	Self Declaration No Blacklisting	as per Annexure-7
9	RTGS Details	as per Annexure-11
10	All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
<b>Technical Documents</b>		
11	Undertaking of Authenticity	On Non Judicial Stamp Paper of Rs. 100 as per Annexure-8
12	Financial Bid Undertaking	as per Annexure-13
13	Service Support Details (At District Headquarter)	as per Annexure-12
Note : Please note the Financial Bid undertaking needs to be submitted along with the Technical Bid. Price Bid needs to be submitted only on e-procurement website as per the BoQ template.		

a) Financial bid shall include the following documents:

SNo.	Documents Type	Document Format
1	Price Bid	as per Annexure-2

b) Online Bids submitted in TWO Envelopes as follows:

Envelope-1(Following documents to be provided as single PDF file)			
Sr.	Documents	Content	File Types
1.	EMD	The scanned copy of EMD instruments	.PDF
2.	Eligibility Criteria	The requirements as mentioned in the <b>Page 5 to 14</b> .	.PDF
3.	Technical Bid	The certified copies of documents as per requirement of RFP	.PDF
Envelope-2			
1.	Financial Bid (BoQ)	Gross Total Value Financial bid as per <b>Annexure – 2</b>	.XLS

## M. Validity of the Proposal

The proposal shall remain valid for consideration for a period of 180 days from the date of opening of the Technical Bid. This validity can be extended for a further period of not more than 90 days with the consent of the bidders.

## N. Modification/withdrawal of the Proposal:

No bid shall be withdrawn/substituted or modified after the last date and time fixed for the receipt of bids.

## O. The Bidders to note the following

- That the incomplete RFP in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- Strict adherence to formats, wherever specified, is required.
- All communication and information should be provided in writing.
- No change in/or supplementary information shall be accepted once the RFP is submitted. However, Project Authority reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the RFP. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Project Authority may be a ground for rejecting the RFP.
- The RFP shall be evaluated as per the criteria specified in this RFP Document. However, within the





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broad framework of the evaluation parameters as stated in the RFP, R.H.C. reserves the right to make modifications to the stated evaluation criteria, which would be applied to all the Bidders equally.

- f. The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with RHC. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the firm.
- g. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Committee constituted under the Chairmanship of the Committee reserves the right to vet and verify any or all information submitted by the Bidder.
- h. If any claim made or information provided by the Bidder in the RFP or any information provided by the Bidder in response to any subsequent query, is found to be incorrect or is a material misrepresentation of facts, then the bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of the Committee constituted under the Chairmanship of Hon'ble Purchase Committee.
- i. The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

## N. Time Schedule for submission of the Proposal:

Pre-Bid Conference	16.07.2018 at 01.00 PM
Time & date for submission of the RFP	12.07.2018 at 02.00 PM to 26.07.2018 at 5.00 PM
Time & date for opening of Technical Bid	27.07.2018 at 02.30 PM

The Committee constituted under Chairmanship of Hon'ble Purchase Committee may, in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of agenda(s). Communication of such extension to be conveyed to the bidders to whom the original RFP is issued.

## P. Grievance Redressal during the RFP Process:-

Bidder shall refer to the Annexure C for the process of Grievance Redressal during the process of RFP.

## Q. SCOPE AND SERVICES:

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

- (i) Scheduled preventive maintenance (PM) once **in Six Months** for all systems and peripherals as detailed in Annexure-3. PM can be clubbed with corrective maintenance. VENDOR/CONTRACTOR would submit these calls sheets/ PM reports to Central Project Coordinator. In case VENDOR/CONTRACTOR fails to submit PM reports, penalty clause will apply. PM shall be carried out within a month following the period. 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 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.
- (ii) 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.



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(iii) 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 immediately. 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.

## R. GENERAL TERMS & CONDITIONS:

1. The AMC rates mentioned in this Contract will be valid for one year from date as mentioned in 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. Either party can terminate the contract at any time by giving three months notice in writing.
2. AMC is comprehensive in nature and includes all parts of the Laptop (including Battery, motherboard & all its components Screen, charging cable with adaptor also). Any defective part of the Laptop has to be repaired/replaced by the vendor at his own cost. Parts so replaced should be new and original parts of the OEM depending on the item under contract. All small accessories of Laptop which are essential for running the item are covered under AMC.
3. The contract will also include providing the Facility Management System including software/specialized software installation/OS installations ensuring/configuring network connectivity on all clients/configuring emails on all clients wherever required.
4. The new equipments purchased will be included in AMC as soon as their 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 Rajasthan High Court and VENDOR.
5. The new upgrade items (Memory, HDD, MM Kit etc.) 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. The laptops will be included in AMC in its as-it-is condition.
7. 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.
8. 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 transportation/movement (as and when required) of contractor's personnel and items (for AMC and FMS) between Place of posting of the Judicial Officer, Rajasthan High Court and other location will also be part of maintenance services. For defective hard disk the contractor will provide the new hard disk and **defective hard disk will be the property of Rajasthan High Court**. At any stage no hard disk will be permitted to be taken out of Court premises and our other locations situated all over Rajasthan.
9. In case, the system is not repairable at site it can be sent out as per guidelines with returnable Gate Pass.
10. Repair 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.
11. A special customized version of Ubuntu Linux is used on these Laptops. The contractor will also provide Anti Virus Software Anti phishing/Firewall/Spyware/online support of reputed company, which is compatible with this version of Ubuntu Linux. The contractor's engineers



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- will be required to load/install as well as regularly update the anti-virus software on all Laptops during contract period.
12. These personnel will be sent to any other location in Rajasthan at NO extra cost as and when required for maintenance of Laptop and peripherals installed there, under this AMC.
  13. Required personnel to be provided as part of Maintenance and **Facility Management Service (FMS)** to Rajasthan High Court. The contractor may provide more personnel but at NO extra cost. Also for certain critical cases, the firm will be required to provide specialist for repair/inspections (diagnosis) at no extra cost.
  14. Vendor/Contractor will provide a list of probable personnel under FMS.
  15. Vendor/Contractor has to maintain a regular Call Register and maintain record of every call received from Judicial Officer / Staff with regard to repair of LAPTOP for effective and quick services.
  16. Vendor/Contractor has to provide an escalation matrix for prompt and quick service.
  17. 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.
  18. The total number of items shown in **Annexure 1** may increase/decrease at the time of awarding contract, as well as during the period of AMC i.e. some LAPTOPS may be included or excluded during the period of AMC. 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.
  19. The contractor will resolve the issues beyond the scope of deployed manpower.
  20. Repair status will be cleared after user is satisfied with the repair.
  21. Data recovery is part of the maintenance contract and is in the scope of work.
  22. Contractor/Vendor is liable to handover all the hardware under its AMC to the successor in working condition, failure of which shall leads 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.
  23. 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 in technical knowledge on a regular basis by sending them on short term training capsules.
  24. 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.
  25. At each location, SO/SA of concerned district 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 ready for use and the total down time. This record will be signed by VENDOR/CONTRACTOR's service engineer and SO/SA of concerned district. This can be done through the complaint register.
  26. 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.
  27. 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 Central Project Coordinator.



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28. 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.
29. This contract is made for all Laptops including all parts thereto used by Judicial Officers of Rajasthan.
30. This contract does not cover any database or user application related problems.
31. For OS support, user will provide a set of OS licensed versions.
32. The contract will initially be for one calendar year, extendable to upto one more 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.
33. As all the working places are in restricted areas, 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.
34. The Vendor/Contractor personnel will maintain the confidentiality of data stored on computer systems. The contractor will be required to take appropriate action in respect to his personnel to ensure the obligations of non-use & non disclosure of confidential information. No staff /RSEs of contractor will carry any personal USB drives / Blank CDs and Mobile phone / Camera etc. inside concerned court premises.
35. Concerned Judicial Officer will provide sufficient working place, storage place, communication facility etc. to the contractor for their smooth functioning at no cost.
36. **Preventive maintenance schedule:** All equipments under the contract will have preventive maintenance once in every six months. 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, Resolving technical problems. The required tools and software for this purpose will be provided by contractor
37. 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.
38. The Vendor/Contractor will maintain minimum 5% inventory of the item / equipment in each category namely Display, Adaptor, Keypad, Mouse Pad, Batteries, Hard-discs, DVD(RW) Drive, Speaker, Graphics Card, Motherboard with required chipset etc. at District Head Quarter Level. 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.
39. The Vendor/Contractor will not leave this contract before completion except under clause 1 of general terms. In the case of leaving the contract by contractor except under clause 1 of general terms, a penalty of 3 times of contract cost or as decided by Registrar General, RHC, JODHPUR/JAIPUR will be imposed and the firm will be blacklisted from RHC, JODHPUR/JAIPUR.
40. Firm should be registered in PF, ESI and Labour Department, Firm should submit the PF and ESI Challan at the time of submission of bills.
41. Firm should have no Third Party Support.
42. Firm should not sublet the Services.

## R. SERVICE ASSURANCE:

Maximum acceptable downtime will be **Two** days excluding holidays for major cities, **Four** days excluding holidays for other cities, Six days excluding holidays for remote locations. (Wherever Saturdays are working they should be counted as normal working days).



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## S. PENALTY: DOWNTIME PENALTY:

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

Item	Penalty (per day)
Laptop (HP Probook 450 G2 Note Book)	100/-

- (i) Maximum Penalty per day will be limited equal to penalty of system.
- (ii) For OS & AVS support –System penalty will be charged in full only when system is fully not working. If any command line or file is not working in a system, no penalty will be charged.
- (iii) Whenever the system 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. Failing to make these replacements, penalty clause will apply.

## PREVENTIVE MAINTENANCE (PM) PENALTY:

Penalty on failure of scheduled PM would be Rs 200/- Per Day

## T. PAYMENT TERMS:

- (i) Payment will be made on production of pre-receipted bills after due verification /inspection and acceptance of services through Rajasthan High Court, Jodhpur.
- (ii) The payment will be released on quarterly basis and no advance payment will be made.
- (iii) VENDOR/CONTRACTOR will submit quarterly bills along with the downtime statement within one week of completion of a quarter at the Office of Registrar Cum Central Project Coordinator, Rajasthan High Court, Jaipur Bench, Jaipur. 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.
- (iv) 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.
- (v) 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.
- (vi) The vendor/contractor will provide Bank Guarantee at the rate of 10% of the total order value for performance security deposit. The contractor should provide an EMD @2% of the subject value 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.

## U. CALL REGISTRATION AND COMPLETION:

All the maintenance calls will be logged/registered by the VENDOR/CONTRACTOR, who 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, who will prepare the call service slips in triplicate; these will be signed by SO/SA of concerned district and VENDOR/CONTRACTOR. One copy will be given to the user and one copy will



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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.

**V. 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.

**W. FORCE MAJEURE:**

VENDOR/CONTRACTOR shall not be liable or deemed to be 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 liability ceases under this contract and then both the parties shall discuss the course of action to be taken afterwards.

**X. 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.

**Y. 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.

**Note : In addition to the above Terms & Conditions GF&AR-II, Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 to 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 that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of Interest :-**

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

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

- (a) 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 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 participate 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 that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act, the Rules and/or 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 the 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 or 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 should also be annexed.



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(c) Every appeal may be presented to the Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(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 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) .....

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 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-E "TENDER FORM"

### RAJASTHAN HIGH COURT, JODHPUR

TENDER FORM FOR THE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) OF APPROXIMATE 873 NOS. LAPTOPS (HP PROBOOK 450 G2 NOTE BOOK).

NO: HC/SK/2018-19/182

DATED : 09.07.2018

Addressed to :

Name of the Tendering Authority	Registrar General
Address	Rajasthan High Court, High Court Campus, Jodhpur, (Rajasthan) – 342001
Telephone	0291-2541338, 2545516
Tele Fax	0291-2546974
Email	<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 :

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

- c. The requisite tender fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. \_\_\_\_\_ dated \_\_\_\_\_.
- d. The requisite RISL processing fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC \_\_\_\_\_ dated \_\_\_\_\_.
- e. The requisite EMD amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. \_\_\_\_\_ dated \_\_\_\_\_.
- f. 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 along with stamp of the firm).

Date:

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

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



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## ANNEXURE-1

### Details of Laptops to be kept under Annual Maintenance Contract

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

S.No.	AMCs	Item	Unit	Location
1	Laptops	(HP Probook 450 G2 Note Book)	873 (Approx.)	All over Rajasthan

Note: Inventory details of laptops are attached separately.

#### INVENTORY DETAILS OF COMPUTER SYSTEMS AND PERIPHERALS

##### Configuration of Laptop is as under

###### Description of Item

#### HP Probook 450 G2 Notebook PC

##### (i) Specification is as under -

- Intel Core i5 4<sup>th</sup> Gen.- 4210U Processor, 1.7 GHz, 3MB Cache
- 8GB DDR3 Single Module RAM Expandable upto 16GB with 2 Slots
- 15.6" HD AG Monitor
- 500 GB Hard Disk (5400rpm or higher)
- DVD RW
- Inbuilt HD Webcam
- Dual Inbuilt Speakers
- 2GB DDR3 Integrated Graphic Card
- Gigabit Ethernet
- Required 4 USB Ports (2 x 2.0 & 2 x 3.0)
- Wi-Fi & Standard Bluetooth
- Minimum 4 hours Battery backup under standard working conditions, rechargeable Battery with minimum 3 year warranty.

##### (ii) Accessories as under -

- AC power adapter, headphone & good quality carrying case (backpack); all necessary plugs/utilities; hard disk data encryption; Ubuntu-Linux (12.04) OS customized by the E-Committee, Supreme Court of India provided by the office and driver software in optical media.



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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: NIT for Comprehensive Annual Maintenance Contract (AMC) of approximate 873 Nos. Laptops (HP Probook 450 G2 Note Book)

Contract No: NIT NO: HC/SK/2018-19/182 DATED : 09.07.2018

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 )

NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	TEXT #
S. No.	Item Description	Quantity (Apporx.)	Units	Total Estimated Cost	BASIC RATE In Figures To be entered by the Bidder (Inclusive of all applicable taxes)	TOTAL AMOUNT (Inclusive of all applicable taxes)	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
1	AMC RATE CONTRACT						
1.1	Laptop (HP Probook 450 G2 Note Book)	873	Nos	3200000			
Total in Figures							
Quoted Rate in Words		INR Zero Only					

The rates shall be filled up separately in given format on e-procurement portal with Financial Bid.



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## ANNEXURE-3

### PREVENTIVE MAINTENANCE OF LAPTOPS USED BY JUDICIAL OFFICERS OF RAJASTHAN

Bhawan/Location : Ministry:  
Officer In-charge : Period :  
Room No : Date :  
HOD :  
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**

- 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/2018-19/182 DATED : 09.07.2018

Sir,

This is with reference to your above mentioned tender for Annual Maintenance of Laptops used by Judicial Officers of Rajasthan. Having examined 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 whereby declare that our company has an unblemished past record and was not under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Government/PSU in India.

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



# 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-5

### Details of Escalation Matrix (To be submitted by the bidder)

Reference : Your Tender Notice NO: HC/SK/2018-19/182 DATED : 09.07.2018

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: NO: HC/SK/2018-19/182 DATED : 09.07.2018**

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: \_\_\_\_\_



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## **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/2018-19/182 DATED : 09.07.2018 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 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 ON 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/2018-19/182 DATED : 09.07.2018

This has reference to the items being supplied/ quoted to you vide our bid No: NO: HC/SK/2018-19/182 DATED : 09.07.2018

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.
5. We ..... (indicate the name of Bank) further agree with the RHC that the



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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 favor 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:



## 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 the Bank Guarantee shall be strictly as per format prescribed by RHC
7. Each page of the 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 Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:  
“Registrar General, Rajasthan High Court, Jodhpur-342001)





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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 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: -

- c) Cash/ Bank Draft No./ Banker's Cheque/ Bank Guarantee No. \_\_\_\_\_ dated. \_\_\_\_\_ valid upto \_\_\_\_\_.
- d) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.
- e) 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/2018-19/182 DATED : 09.07.2018 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.
- 3) 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.
- 4) 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 %

- i. 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.
  - ii. The maximum amount of liquidated damages shall be 10% of the desired lot.
  - iii. \*The percentage refers to the payment due for the associated milestone/lot.
- 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 confirm by bank, for receipt of payment against material supply/services, miscellaneous dues.

**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 auth. sign. 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 \_\_\_\_\_



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## Annexure – 12 : Support

### (Infrastructure/Service Centre Available with Bidder)

Bidder must have District wide infrastructure support in the form of direct service centers or their franchisees in all the Districts. The bidders must submit details of their infrastructure with reference to locations and technical manpower, availability of inventory of spares etc. and also indicate their business model for providing service and support for the aforementioned. The Rajasthan High Court reserves the right to disqualify the bidder based on its past performance as experienced by the Rajasthan High Court, during the last three consecutive years. **Bidders should also provide escalation matrix for their sales & support function.**

Sr. No.	District Name	Own/Franchisee Support Centers	Contact Details such as Names, phones, e-mails, website etc.	Manpower	Escalation Matrix
1	Ajmer				
2	Alwar				
3	Banswara				
4	Baran				
5	Barmer				
6	Bharatpur				
7	Bhilwara				
8	Bikaner				
9	Bundi				
10	Chittorgarh				
11	Churu				
12	Dausa				
13	Dholpur				
14	Dungarpur				
15	Hanumangarh				
16	Jaipur				
17	Jaisalmer				
18	Jalore				
19	Jhalawar				
20	Jhunjhunu				
21	Jodhpur				
22	Karauli				
23	Kota				
24	Nagaur				
25	Pali				
26	Pratapgarh				
27	Rajsamand				
28	Sawai Madhopur				
29	Sikar				
30	Sirohi				
31	Sri Ganganagar				
32	Tonk				
33	Udaipur				



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## **ANNEXURE-13: FINANCIAL BID UNDERTAKING** {on bidders Letter Head in Technical Bid}

To,  
Registrar General,  
Rajasthan High Court,  
Jodhpur

Reference: Tender **NO: HC/SK/2018-19/182 DATED : 09.07.2018**

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the Work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price- bid given in **Annexure-2**.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period equal to bid validity and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation: