

# RAJASTHAN HIGH COURT, JODHPUR

## NOTICE INVITING TENDER

### Through e-Tender for Supply of Laptops

No. HC/SK/2014-15/190

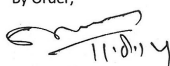
Dated: 11.08.2014

Rajasthan High Court, Jodhpur inviting bidding for purchase of 873 Nos. Laptops. for implementation of this purchase Request for Proposal (RFP) is invited from eligible private sector/non-Govt. All details related to this RFP can be viewed and downloaded from website: <https://eproc.rajasthan.gov.in> & <http://hcraj.nic.in>. RFP document can also be seen in NIT exhibited on website <http://www.dipronline.org>. Proposal shall be submitted online in electronic format on website: <https://eproc.rajasthan.gov.in>

Nature of the Project	Supply of 873 Nos. Laptops
Cost of Tender Document (non-refundable)	Rs. 2000/- (Rupees Two Thousand Only)
RISL Processing Fee (non-refundable)	Rs. 1000/- (Rupees One Thousand Only)
Estimated Project Cost	Rs. 3.67 Crores (Rupees Three Crores Sixty Seven Lac Only)
Earnest Money Deposit (EMD)	2% of Estimated Value (For S.S.I. Unit 0.5%)
Publishing Date/Time	14.08.2014 at 11.00am
RFP Download Start Date/Time	15.08.2014 at 11.00am
Date, Time & Venue of Pre-Bid Meeting	03.09.2014 at 11.00 am Rajasthan High Court, Jodhpur (Rajasthan)
Bid submission Start Date/Time	15.08.2014 at 1.00pm
RFP Download End Date/Time	15.09.2014 at 11.00am
Bid submission End Date/Time	15.09.2014 at 2.00pm
Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*	15.09.2014 at 4.00pm
Technical Bid Opening Date/Time	15.09.2014 at 5.00pm
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
(i) e-Tender Processing fess :- Rs. 1000/- (Rupees One Thousand only) /- (in Favour of MD, RISL, Jaipur).	
(ii) Cost of Tender Document :- Rs. 2000/- (Rupees Two Thousand only), (in Favour of Registrar General, Rajasthan High Court, Jodhpur).	
<b>Note :-</b> (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 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 90 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 4.00 PM on 15.09.2014, its Bid shall not be accepted. (5) The Banker's Cheque/Demand Draft/ should be drawn in favour of "Registrar General, Rajasthan High Court, Jodhpur" payable at "Jodhpur" from any Scheduled Commercial Bank.	

Date : 11-08-2014  
Place : Jodhpur

By Order,

  
Registrar (Admn.)

**RAJASTHAN HIGH COURT,  
Jodhpur (RHC)**

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**Request for Proposal (RFP) Document for  
Selection of Vendor for supply of Laptops**

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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)

# 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))

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## Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the Registrar General, Rajasthan High Court, Jodhpur, or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the Rajasthan High Court or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Rajasthan High Court, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Rajasthan High Court may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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Dated: 11.08.2014

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<b>Nature of the Project</b>	Supply of 873 Nos. Laptops
<b>Cost of Tender Document (non-refundable)</b>	Rs. 2000/- (Rupees Two Thousand Only)
<b>RISL Processing Fee (non-refundable)</b>	Rs. 1000/- (Rupees One Thousand Only)
<b>Estimated Project Cost</b>	Rs. 3.67 Crores (Rupees Three Crores Sixty Seven Lac Only)
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<b>Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*</b>	<b>15.09.2014 at 4.00pm</b>
<b>Technical Bid Opening Date/Time</b>	<b>15.09.2014 at 5.00pm</b>
<b>Financial Bid Opening Date/Time</b>	Will be intimated later to the Technically qualified bidders
<b>Websites for downloading Tender Document, Corrigendum's, Addendums etc.</b>	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
(i) e-Tender Processing fess :- Rs. 1000/- (Rupees One Thousand only) /-. (in Favour of <b>MD, RISL, Jaipur</b> ).	
(ii) Cost of Tender Document :- Rs. 2000/- (Rupees Two Thousand only), (in Favour of <b>Registrar General, Rajathan High Court, Jodhpur</b> ).	
<b>Note :-</b> (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 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 90 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 4.00PM on 15.09.2014, its Bid shall not be accepted. (5) The Banker's Cheque/Demand Draft/ should be drawn in favour of "Registrar <b>General, Rajasthan High Court, Jodhpur</b> " payable at "Jodhpur" from any Scheduled Commercial Bank.	

By Order,

**Date :** 11.08.2014

**Place :** Jodhpur

Registrar (Admn.)

## **PROJECT PROFILE**

The Hon'ble Chief Justice of Rajasthan High Court has decided to provide the laptop to all Judicial Officers of Rajasthan Judiciary. The Laptops will be procured in a transparent manner through a competitive bidding process following the procedures stipulated in the Rajasthan Transparency in Public Procurement Act 2012 and Rules thereon. Selected bidder(s) would be required to provide warranty Support and Repairing services to the supplied Laptops through Service Support Centres / Resident Engineers in all the 33 Districts (35 Judgeships) across Rajasthan.

In this regard, Rajasthan High Court, Jodhpur would like to invite bids from qualified Bidders to supply 873 Laptops as per the "Delivery Schedule" and providing 36 Months of Warranty & Support Services from the date of acceptance of the delivery of the Laptop.

### **1. Project Overview**

This scheme is being implemented in pursuance of Hon. Chief Justice of Rajasthan High Court announcement for providing 873 Laptops, which is one of the important schemes of Hon'ble the Chief Justice of Rajasthan High Court for enhancement of use of information technology.

The selected bidder(s) shall be responsible for manufacturing, supply, testing, quality inspection, delivery of the laptops and provide warranty & support services for the requisite quantity of Laptops as per the scope of work during the entire project / contract period of the Agreement. The Bidder shall also be responsible for loading and installing any content provided by Rajasthan High Court for the Laptops before offering the same for Pre-delivery Inspection / Delivery.

#### **1.1. Objective of the project:**

To enhance, improve and facilitate through the use of Information and communication technologies. The Laptops will allow the judicial officers to access various information available on web, advanced and in-depth study in various subjects of their interest and to learn the developments in the area of science, technology etc. across the world using internet, share their experience with other and hence improve the quality in the state.

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## ELIGIBILITY CRITERIA

No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>1. The bidder should be a company/Distributor/ registered firm.</p> <p>2. The Bidder shall be an OEM/Distributor. In the alternative, an OEM may authorize its one (01) and only one (01) Partner to bid. In case both of them bid, the bid of the OEM will only be considered and the bid of the partner will be rejected out rightly.</p>	<p>1. Copy of Certificate(s) of incorporation</p> <p>2. Authorization Certificate from OEM (in case of partner)</p>
2.	Net Worth	The net worth of the bidder in the last financial year, i.e. 2013-2014, should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last financial year
4.	Laptop Sales in India	The OEM/Distributor should have ready to supply in one shot in specific time.	Statutory Auditor Certificate or Certificate from the Company Secretary of the OEM / Distributor clearly specifying year wise sales of laptops in India
5.	Tax registration and clearance	<p>The Bidder should have a registered number of</p> <p>i. VAT/Sales Tax where his business is located</p> <p>ii. Service Tax</p> <p>iii. Income Tax / PAN / TIN number.</p>	<p>- Copies of relevant registration certificates</p> <p>- Valid VAT clearance certificate</p> <p>from the CTO of the circle concerned</p>

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No.	Basic Requirement	Specific Requirements	Documents Required
6.	Blacklisting	<p>A bidder who is blacklisted from any other Govt. Institution not eligible to participate in this project while under sanction by RHC. Similarly, at the time of bidding, the firms black-listed / debarred</p> <p>In 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.</p>	<p>A Self Certified letter as given in the Annexure-8</p>
7.	Service Support Centre	<p>1. The bidder should have Service Support Centre / Resident Engineers available at all 33 Districts across the State of Rajasthan</p> <p>2. If the Bidder does not have any operational Service Support Centre / Resident Engineer in any district, the bidder shall submit an undertaking to establish Service Support Centres / appoint and deploy Resident Engineers in all 33 Districts within 30 days from the Date of Issue of Work Order and before signing of Agreement.</p>	<p>Details / Undertaking for setting up Service Support Centres / deployment of Resident Engineers in Rajasthan</p>



## **SCOPE OF WORK**

- 1) The selected bidder is expected to carry out all activities covering Supply including delivery and documentation, Testing, Quality Inspection in coordination with Rajasthan High Court

Detailed scope of work for the project is as given below:

- a) Supply and Delivery of Laptops, Backpacks and all other accessories :** The selected bidder shall:
- i. Supply all the required quantities of Laptops with backpack carry bags, as mentioned in the BOM given in Annexure-1 (at Page No-35), and having the specifications and all other accessories (including Adapter, Battery etc. as mentioned in the Specifications provided in Annexure-2 titled “Technical Specifications”) at the ***Rajasthan High Court, Jodhpur & Jaipur Bench, Jaipur***
  - ii. Conduct 100% Quality inspection and testing and ensure that each and every laptop complies to the specifications given in Annexure-2 (at Page No-32) and ensure that there should not be any physical damage(s) and shall contain all the required laptop accessories before declaring the laptop as “Ready for delivery”
- b) Comprehensive OEM Warranty and support services:** The Successful bidder shall:
- i. Provide comprehensive OEM warranty and support services through the designated Support Service Centres / Resident Engineers available at all the 33 Districts and the Helpdesk to be set-up for this purpose for the period mentioned in Annexure-1 (Bill of Material) for the laptops (excluding the carry bags). The warranty shall start from the Date of delivery and acceptance of the Laptops.
  - ii. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centers / Resident Engineers during the warranty period
- c) Help Desk Setup:**
- A Helpdesk shall be set-up for facilitating and monitoring of warranty services provided by the successful bidder through the service support centers / Resident Engineers.
  - Whenever any user notices any defect in his / her laptop, the user will visit the authorized Service Support centre / Resident Engineer (as per the contact address provided by the Bidder) at the District level with the laptop and report the defect. The user shall afford all reasonable opportunity for the authorized support service centre to inspect such defects. The Service Centre/ Resident Engineer shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications, at no cost to the Purchaser and user on the same day and return the laptop to the user.
  - In case the defect is not rectified by the Service Centre Representative / Resident Engineer and / or the laptop/part is retained by the Service Support Centre / Resident Engineer, the problem will be logged at the Helpdesk and a ticket number shall be generated by the Helpdesk. While generating the ticket, the Helpdesk shall also capture contact information of the user like his /her

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Mobile Number / email ID to intimate the users after resolving the incident post repair or replacement (if applicable).

- This ticket number will be provided to the user for tracking the status of his / her laptop. The laptop will be expeditiously got corrected / repaired / replaced as per the service levels defined in the clause titled “SLA adherence during Warranty and Support Services”.

The Bidder shall:

Provide necessary telephonic support to all the users facing issues related to non-timely support / service from the Bidder’s Service support centers / Resident Engineers deployed by the Bidder

Register the defects reported at any of the service support centre / Resident Engineer in system, generate ticket number and take steps to resolve the complaint and inform the user/complainant and / or take feedback from the user / complainant

Regular updation and maintenance of user call details and details of tickets generated and complaints resolved and submit reports to R.H.C. on monthly / quarterly basis, as may be decided

## 2) Roles and Responsibilities

**A. Rajasthan High Court, Jodhpur:** shall

- Provide necessary working space, furniture, electricity, internet connectivity at Free of Cost to facilitate the bidder in setting-up the Helpdesk.
- Co-ordinate with Department of R.H.C. and facilitate in organizing Post-Delivery Inspection.

**B. Rajasthan High Court, Jodhpur (RHC):**

- Nominate of a Nodal officer to co-ordinate for successful execution of the supply of laptops
- Verify and sign the Delivery Challan received from the Bidder after completion of Post-Delivery inspection

3) **Delivery Schedule:** The Bidder shall ensure that all the required quantities of the ordered Laptops are supplied and delivered to the desired location as per the schedule given below:

4)

Identification Lot	Quantity to be Delivered (in %age)	Delivery Schedule in Calendar Days
Lot-1	100%	Within 60 Days from the Date of Work Order

## Information and instructions to the bidders

### 1. Eligibility Criteria:

The RFPs shall qualify based on the following eligibility criteria-

SNo.	Eligibility Criteria
1.	<b><u>Registration of the Bidder:</u></b>
	The bidder should be registered body under the Societies Registration Act/Indian Religious and Charitable Act/Indian Trust Act/Companies Act or their state counterparts for more than three years at the time of submission of proposal.
2.	<b><u>Experience in implementation and management of such projects/ schemes:</u></b>
	Minimum two year of experience in implementation of this project. The work-orders and/or any other supporting documents/experience certificates issued by the competent authority of the client pertaining to such works done satisfactorily in the past should be provided.
3.	<b><u>Financial Soundness/Stability:</u></b>
	A proposal may come from a single entity having a minimum average annual turnover as per norms for last three financial years (2011-12 , 2012-13, 2013-14). The bidder must attach audited accounts as supporting documents. Un-audited accounts will not be considered.
4.	An affidavit (on non-judicial stamp of Rs 100/-) to the effect that the bidder/bidder has not been blacklisted in the past by any of the State Governments across the country or Government of India and that it will not form any coalition with the other bidders.
Note: - Income Tax Or VAT Or Service Tax Or Payment Clearance Certificate for previous three Financial Years are necessary while submitting the bids.	

### 2. 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 eligibility criteria are met. The bidder who fails to meet one or more of the stipulated eligibility criteria shall be declared as “ineligible/non-responsive”.

### 3. 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.

### 4. 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 implementing of the Project. Should he find any discrepancy in the RFP document including terms of reference, he should submit his issue/question in writing at least a week before Pre-

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Bid Conference.

## 5. Pre-Bid/Proposal Conference:

All the prospective bidders who have purchased (who have deposited the draft for proposal fee) the RFP document will be invited to attend the pre-bid/proposal Conference to be held on 03.09.2014 at 11.00AM in the office of **Registrar General, Rajasthan High Court, Jodhpur Phone No. 0291- 2541338, 2545516** issues relating to the project received in writing five days before the conference will be scrutinized. 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. The addenda(s) would also be placed on the website- 'www.hcraj.nic.in' and eproc site/s. Such addenda(s) will become integral part of this RFP document. Bidders who have not deposited the draft of required fee for RFP document i.e. Rs. 1000/- shall not be allowed in pre- proposal conference.

## 6. Evaluation of the Proposals

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

## 7. 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).

## 8. Documents comprising the Bid-

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

I. Technical bid

II. Commercial 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)	Scanned copy of DD/ Banker's Cheque
	<b>Pre-Qualification Documents</b>	
5	Tender Form	as per Annexure-4
6	Bidder's Authorization Certificate	as per Annexure-11
7	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>	
8	Certificate of Conformity/ No-Deviation	as per Annexure-9
9	Manufacturer's Authorization Format	as per Annexure-14
10	Undertaking of Authenticity of Laptops and Allied Equipments	On non judicial stamp paper of Rs. 100 as per Annexure-10
11	Financial Bid Undertaking	as per Annexure-11
12	Components Offered	as per Annexure-13

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13	Compliance Sheet for the supplied items	Compliance sheet as per Annexure 2 from OEM on their letterheads.
Note : Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price bid n to be submitted only on e-procurement website as per the BoQ template.		

C. Commercial bid shall include the following documents:

SNo.	Documents Type	Document Format
1	Price Bid	As per Annexure-12

## 9. Validity of the Proposal

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

## 10. Modification/withdrawal of the Proposal:

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

## 11. The bidders should note the following

- a. 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.
- b. Strict adherence to formats, wherever specified, is required.
- c. All communication and information should be provided in writing.
- d. 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.
- e. The RFP shall be evaluated as per the criteria specified in this RFP Document. However, within the 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 uniformly applied to all the Bidders.
- f. The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with. 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 by, is found to be incorrect or is a material misrepresentation of facts, then the RFP will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Committee constituted under the Chairmanship of Purchase Committee, if satisfied.
- i. The Bidder shall be responsible for all the costs associated with the preparation of

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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.

**12. Time Schedule for submission of the Proposal:**

Pre-Proposal Conference	03.09.2014 at 11.00am
Time & date for submission of the RFP	15.08.2014 at 01.00am
Time & date for opening of RFP	15.08.2014 at 11.00am

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.

**13. Grievance Redressal during the RFP Process:-**

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

## TERMS AND CONDITIONS OF TENDER & CONTRACT

### **A) General Conditions of the Bid-**

#### **1. Income Tax and VAT Registration and VAT Clearance Certificate-**

No Dealer who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Income Tax department, GoI and who is not registered under the Sales Tax Act prevalent in the State where his business is located shall bid. The VAT Registration Number should be quoted and a VAT clearance certificate from the Commercial Taxes Officer of the Circle concerned valid on the date of submission of bid shall be submitted without which the bid is liable to rejection. The bidder quoting Rajasthan VAT should have valid VAT registration in the state of Rajasthan and he should mention the same VAT registration number in the bid document.

#### **2. Contract Documents:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

#### **3. Interpretation-**

- a. If the context so requires it, singular means plural and vice versa.
- b. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ selected bidder(s) and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d. Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### **4. Eligible Goods and Related Services-**

- a. For purposes of this Clause, the term "goods" includes all of the commodities, raw material, machinery and equipment, and/or other materials; and "related services" includes services such as insurance, warranty support and other similar obligations of the successful/ selected bidder(s) under the Contract Laptops being bid should be the ones which are produced in volume and are used by a large number of users in India/ abroad. Laptops quoted by the successful/ selected bidder(s) must be associated with specific make and model numbers, item

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code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier.

- b. The OEM/ Bidder of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- c. The OEM/ Bidder of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- d. Bidder must quote products in accordance with above clause “Eligible goods and related services”.

## **6. Notices:**

- a. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
- b. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

## **7. Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

## **8. Scope of Supply:**

- a. Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b. Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c. The bidder(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Sale for twelve months and End of Service/ Support for twenty four months from the date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support in the period mentioned above, then the bidder(s) shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

## **9. Delivery-**

- a. Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder(s) are specified in the bidding document and/ or contract.
- b. The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder(s) of being heard and recording the reasons for repudiation.
- c. The Supplier/ selected bidder(s) shall arrange to supply the ordered materials/ system as per specifications within the specified delivery/ completion period at various offices/ locations mentioned in the bidding document and/ or contract.



- c. Shifting the place of delivery destination: Rajasthan High Court shall be free to shift the place of delivery within the same district. The successful/ selected bidder(s) shall provide all assistance including transportation in shifting of the delivered Items.

**10. Supplier's/ Selected bidder's Responsibilities:** The Supplier/ Selected bidder(s) shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

**11. Purchaser's Responsibilities:**

- a. Whenever the supply of goods and related services requires that the Supplier/ Selected bidder(s) obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected bidder(s), make its best effort to assist the Supplier/ Selected bidder(s) in complying with such requirements in a timely and expeditious manner.
- b. The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

**12. Contract Price:**

- a. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b. Prices charged by the Supplier/ Selected bidder(s) for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected bidder(s) in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

**13. Recoveries from Supplier/ Selected bidder:**

- a. Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b. The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RHC.
- c. The balance, if any, shall be demanded from the Supplier/ Selected bidder(s) and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

**14. Taxes & Duties:**

- a. The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected bidder(s) as per the law in force at the time of execution of contract.
- b. The entry tax, if applicable shall be deducted at source and deposited in the government treasury in proper revenue receipt head of account.
- c. For goods supplied from outside India, the successful/ selected bidder(s) shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

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- d. For goods supplied from within India, the successful/ selected bidder(s) shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- e. Revision in VAT and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder(s). Revision of any other tax or duty shall be on account of the bidder(s).
- f. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder(s) in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder(s) to benefit from any such tax savings to the maximum allowable extent.

## **15. Performance Security Deposit (PSD):**

- a. In case of successful/ selected bidder(s), the EMD will be adjusted in arriving at the amount of the PSD.
- b. The successful/ selected bidder(s) shall, within three (03) days of the notification of Contract award, provide a PSD 5% of the total agreed/ ordered project value for the due performance of the Contract in the amounts and currencies specified in the work order.
- c. The proceeds of the PSD shall be payable to the Purchaser as compensation for any loss resulting from the successful/ selected bidder(s) failure to complete its obligations under the Contract.
- d. Form of PSD: Successful bidder will have to deposit PSD in the form of Demand Draft/Fixed Deposit (Unconditional & Irrevocable) in favour of “Registrar General, Rajasthan High Court, Jodhpur”.
- e. Refund of PSD: PSD shall be refunded after one (01) month of the successful completion of the contract period i.e. one (01) month after expiry of “Warranty and Support Services” of all the Laptops.
- f. Forfeiture of PSD: PSD shall be forfeited in the following cases:-
  - i. When any terms and condition of the contract is breached.
  - ii. When the Supplier/ Selected bidder(s) fail to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
  - iii. To adjust any dues against the firm from any other contract with RHC.
- g. No interest will be paid by R.H.C. on the amount of EMD and PSD.
- h. Proper notice will be given to the Supplier/ Selected bidder(s) with reasonable time before EMD/ PSD is forfeited.
- i. Forfeiture of EMD/PSD shall be without prejudice to any other right of R.H.C. to claim any damages as admissible under the law as well as to take such action against the Supplier/ Selected bidder(s) such as severing future business relation or black listing, etc.

**16. Copyright:** The copyright in all drawings, source code, design documents, and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected bidder(s) herein shall remain vested in the Selected bidder(s), or, if they are furnished to the Purchaser directly or through the Supplier/ Selected bidder(s) by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **17. Confidential Information:**

- a. The Purchaser and the Supplier/ Selected bidder(s) shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b. The Supplier/ Selected bidder(s) may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected bidder(s) shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected bidder(s).
- c. The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected bidder(s) for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected bidder(s) shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d. The obligation of a party under sub-clauses above, however, shall not apply to information that:
  - i. the Purchaser or Supplier/ Selected bidder(s) need to share with Rajasthan High Court participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

## **18. Sub-contracting:**

- a. The bidder(s) shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority, except for the following:
  - Setting-up a helpdesk
  - Establishment of Service support centre / deployment of Resident Engineers
  - Transportation of the Items mentioned in the Annexure-1 to the destinations
- b. If permitted, the selected bidder(s) shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected bidder(s) from any of its obligations, duties, responsibilities, or liability under the Contract.
- c. Subcontracts shall comply with the provisions of bidding document and/ or contract

## 19. Specifications and Standards:

- a. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder(s).
- b. Technical Specifications-
  - i. The Supplier/ Selected bidder(s) shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected bidder(s) shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

## 20. Packing and Documents:

- a. The Supplier/ Selected bidder(s) shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.
- c. The Bidder(s) shall be responsible for any defect in packing and ensure the following:
  - i. The furnished Laptop should be Bubble Wrapped and then packed in the cardboard boxes of standard quality as followed by industry.
  - ii. The above Laptop shall be packed in cartons as per requirements of distribution to Computer Store at Jodhpur & Jaipur Bench, RHC Jodhpur.
  - iii. The packed carton shall be sealed and preserved in the Bidder's / OEM's store location/ Godown/ Warehouse

## **21. Insurance:**

- a. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designates project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b. The goods will be delivered at the FOR destination in perfect condition.

## **22. Transportation:**

- a. The supplier/ selected bidder(s) shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder(s) shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- b. All goods must be sent freight paid through Railways or goods transport from the supplier's/ selected bidder's bill.

## **23. Inspection:**

- a. The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b. As and when a complete Lot is ready for delivery, the selected bidder(s) shall intimate R.H.C. with a written intimation of atleast 03 days to conduct Pre-delivery Inspection. The supplier/ selected bidder(s) shall furnish complete address of the premises of his factory, office, go-down or workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c. Registrar General, R.H.C. can may conduct inspection which will be done by Computer Cell, Rajasthan High Court, Jodhpur & Jaipur Bench, Jaipur. RHC shall undertake the pre-delivery inspection of the Laptops in accordance to the standard procedures being followed by RHC in Quality Inspection. The inspection team shall prepare a Report specifying satisfactory operational condition of the inspected laptops, gaps identified and necessary corrective measurements required by the Bidder.
- d. After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and deliver the laptops at respective locations without any financial liability to the Purchaser.
- e. Rajasthan High Court representatives may conduct Post-Delivery Inspection. After completion of inspection, the Laptops shall be handed over by the successful bidder to the Registrar (Admn.), RHC, Jodhpur & Registrar (Admn.), RHC, Jaipur or the officer nominated by RHC. The official nominated by RHC shall provide the sign off on the delivery challan to the bidder.

## 24. Rejection:

- a. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder(s) at his own cost within the time fixed by the Purchase Officer.
- b. If, however, due to exigencies of Department of RHC, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder(s) of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c. The rejected articles shall be removed by the selected bidder(s) within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the supplier's/ bidder's/ selected bidder's risk and on his account.

## 25. Extension in Delivery Period and Liquidated Damages (LD):

- a. Except as provided under clause "Force Majeure", if the supplier/ selected bidder(s) fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder(s) shall arrange goods supply and related services within the specified period.
- c. Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder(s).
  - i. The supplier/ selected bidder(s) shall request in writing to the purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 03 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
  - ii. The purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
    - When delay has occurred due to delay by Rajasthan High Court in performing any of the duties to be performed by them as mentioned in the chapter titled "Scope of work".

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- When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the Rajasthan High Court as per terms of the contract.
- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- vi. If Registrar General, Rajasthan High Court, Jodhpur is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder(s) has failed to supply or complete :

Identification Lot	Quantity to be Delivered (in %age)	Delivery Schedule in Calendar Days
Lot-1	100%	Within 60 Days from the Date of Work Order

## 26. Authenticity of Equipments-

- a. The selected bidder(s) shall certify (as per Annexure-10) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder(s) shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder(s) shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

## **27. Patent Indemnity:**

a. The supplier/ selected bidder(s) shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

- i. the installation of the Goods by the supplier/ selected bidder(s) or the use of the Goods in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder(s), pursuant to the Contract.

- b. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder(s) a notice thereof, and the supplier/ selected bidder(s) may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c. If the supplier/ selected bidder(s) fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d. The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder(s) in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder(s) for all reasonable expenses incurred in so doing.
- e. The Purchaser shall indemnify and hold harmless the supplier/ selected bidder(s) and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder(s) may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

## **28. Limitation of Liability:** Except in cases of gross negligence or wilful misconduct:-

- a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder(s) to pay liquidated damages to the Purchaser; and



- b. the aggregate liability of the supplier/ selected bidder(s) to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder(s) to indemnify the Purchaser with respect to patent infringement.

## **29. Change in Laws & Regulations:**

- a. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
- b. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

## **30. Force Majeure:**

- a. The supplier/ selected bidder(s) shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- c. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder(s) that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder(s). Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the supplier/ selected bidder(s) shall promptly notify the RHC in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RHC, the supplier/ selected bidder(s) shall continue to perform its obligations under the contract as far as reasonably practical.
- d. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e. In case a Force Majeure situation occurs with the Rajasthan High Court, Jodhpur, the RHC, Jodhpur may take the case with the supplier/ selected bidder(s) on similar lines.

## 31. Change Orders and Contract Amendments-

- a. The Purchaser may at any time order the supplier/ selected bidder(s) through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: -
  - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - ii. the method of shipment or packing;
  - iii. the place of delivery; and
  - iv. the related services to be provided by the supplier/ selected bidder(s).
- b. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier’s/ selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder(s) for adjustment under this clause must be asserted within seven (07) days from the date of the supplier’s/ selected bidder’s receipt of the Purchaser’s change order.
- c. Prices to be charged by the supplier/ selected bidder(s) for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder(s) for similar services.

## 32. Termination:

### a. Termination for Default:

- i. The tender sanctioning authority of RHC may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at-least 07 days, sent to the supplier/ selected bidder(s), terminate the contract in whole or in part: -
  - If the supplier/ selected bidder(s) fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RHC ; or If the supplier/ selected bidder(s) fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - If the supplier/ selected bidder(s), in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - If the supplier/ selected bidder(s) commits breach of any condition of the contract.
- ii. If RHC terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

**b. Termination for Insolvency:** RHC may at any time terminate the Contract by giving a written notice of at-least 07 days to the supplier/ selected bidder(s), if the supplier/ selected bidder(s) becomes bankrupt or otherwise insolvent. In such event, termination will be without

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compensation to the supplier/ selected bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RHC.

## c. Termination for Convenience:

- i. RHC, by a written notice of at least 07 days sent to the supplier/ selected bidder(s), may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder(s) under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder(s) may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within seven (07) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - To have any portion completed and delivered at the Contract terms and prices; and/or
  - To cancel the remainder and pay to the supplier/ selected bidder(s) an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder(s).

## 33. Settlement of Disputes-

General: If any dispute arises between the supplier/ selected bidder(s) and RHC during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder(s) on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder(s) will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder(s).

- b. Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision. The empowered standing committee shall consist of following members: - (RHC)

Hon'ble Judge	: Chairman
Hon'ble Judge	: Member

- c. Procedure for reference to the Standing Committee: The supplier/ selected bidder(s) shall present his representation to the Registrar General, Rajasthan High Court along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lac, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder(s) shall prepare a reply of representation and shall represent the RHC stand before the standing committee. From the side of the supplier/ selected bidder(s), the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder(s) and RHC. The standing committee, if it so decides, may refer the matter to the Registrar General, Rajasthan High Court, Jodhpur for further decision.
- d. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

### **34. Payment Terms and Schedule:**

- a. The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b. Due Payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder(s), and the purchaser has accepted it.
- c. The currency or currencies in which payments shall be made to the supplier/ selected bidder(s) under this Contract shall be Indian Rupees (INR) only.
- d. All remittance charges will be borne by the supplier/ selected bidder(s).
- e. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f. Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- g. Advance Payments will not be made.
- h. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- i. Taxes (work contract tax, service tax, VAT, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

## C) Special Conditions of the Bid

### 35. Service Level Agreement and Penalties

- a. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware, software & all other accessories supplied as per the Scope of Work as specified in the RFP document based on the agreed Performance Indicators as detailed in the Agreement.
- b. The Bidder shall provide comprehensive, end-to-end service including supply, warranty and replacement of the defective Laptops/Laptop components in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied.
- c. The selected bidder(s) and RHC shall regularly review the performance of the services being provided by the Selected bidder(s) and the effectiveness of this SLA.
- d. Applicable penalties shall be calculated on Quarterly basis.
- e. The total Penalty shall not exceed 5% of the total value of the order. Penalty beyond 5% of the total value of the order, on account of any reason whatsoever, will be deemed to be an event for termination on default.

#### 35.1 SLA adherence during Warranty and Support Services

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

Sl. No.	Type of Incident	Target Resolution time	Penalty
1	Any defect in laptop or any of its part	T+7 days	No penalty
		> T+ 7 days	Rs. 100 /- per day per Laptop till the defect is rectified
		> T + 90 Days	If the selected bidder(s) fails to rectify a defect within 90 days, RHC may proceed to take such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document

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

## **Annexure-A** **Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

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

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

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

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

**Annexure-B**  
**Declaration by The Bidder regarding Qualification**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bid No. .... Dated..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership , bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:  
Place :

Signature of Bidder  
Name:  
Designation:  
Address:

## **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.



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

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

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

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

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Form No. – 1  
Memorandum of Appeal  
(See sub-rule 1 of rule 83)

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

Appeal No ..... of .....

Before.....(Appellate Authority)

### 1 Particulars of appellant:

(i) Name and father's name of the appellant :.....

(ii) Official address :.....

(iii) Residential address :.....

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

(i) .....

(ii) .....

(iii) .....

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

4. If the Appellant proposes to be represented by :.....

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

of the representative. ....

5. Number of affidavits and documents 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 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**3. Dividing quantities among more than one bidder at the time of award.-**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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## ANNEXURE-1: BILL OF MATERIAL (BoM)

Item No.	Equipments	Qty.	Unit	MAF required (Y/N)	Period of Comprehensive OEM Warranty (in Months)	Period of end of sale (in months)	Period of end of service (in months)	Period of back to back support, updates and patches (in months)
1	Laptop with Backpack Carry Bags	873	Nos.	Y	36	12	24	12

- Successful bidder has to supply, install necessary softwares and deliver the laptops, Backpacks and all other accessories (including Adapter, Battery etc) to the Rajasthan High Court, Jodhpur/ Jaipur Bench, Jaipur.
- Details of exact location for delivery shall be provided by Rajasthan High Court, Jodhpur to the successful bidder prior to signing the agreement.
- Detailed Technical Specification are given in the Annexure-2

## ANNEXURE-2: TECHNICAL SPECIFICATIONS

### A. Laptop Specifications:

Item	Description of Requirement
Processor (Minimum)	Core i5 (3rd Gen.) to (4th Gen.)
Memory	6 GB DDR3 RAM or Higher
Display	15.6 HD AG Monitor
Hard Disk Drive	500 GB Hard Disk (5400rpm or higher)
Audio	Dual Inbuilt Speakers
HD Webcam	Inbuilt
Graphics Card	2GB Integrated Graphic Card or Higher (Optional)
LAN	Gigabit Ethernet
Wireless	Wi-Fi & Standard Bluetooth
Optical Device	DVD RW
Battery Type	Minimum 4 Hours Battery backup under standard working condition , Rechargeable Battery
Finger print sensor/	Optional
Accessories-	AC Power adapter, headphone & good quality carrying case (backpack), all necessary plugs/utilities; hard disk data encryption,
Operating Systems	Updated OS (customized by eCommittee, the Hon'ble Supreme Court) and driver software in optical media
Warranty	Minimum Three year on site warranty comprehensive including battery and adaptor
BIOS & Logo	Permanently burn the Logo of "Rajasthan High Court" and other information like "E-Court Project" (as desired by the Rajasthan High Court ) in the System BIOS

*Note: (1) All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.*

*(2) The OS (customized by eCommittee, the Hon'ble Supreme Court) on CD/DVD shall be provided by **Computer Cell, Rajasthan High Court, Jodhpur** and the same shall be handed over to the Bidder for installation in all the Laptops prior to Pre-Delivery Inspection. In case the CD/DVD provided by the Computer Cell, Rajasthan High Court is delayed, the delay shall not be counted on behalf of the bidder.*

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## Annexure-3

### Format of the Covering Letter

*(The covering letter is to be submitted by the Bidder as a part of the RFP)*

Date:

Place:

Registrar General  
Rajasthan High Court,  
Jodhpur

Dear Sir,

Sub: Selection of a Bidder for purchase of Laptops

Please find enclosed 2 (two) copies (one original and one duplicate) of our "Request for Proposal" (RFP) in response to the issuance of RFP by RHC for Selection of a Bidder for purchase of laptop for use of Judicial Officer at Rajasthan High Court, Jodhpur. We hereby confirm the following:

- The RFP is being submitted by ..... *(Name of the Bidder)* in accordance with the conditions stipulated in the RFP/RFP Documents.
- We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Rajasthan High Court, Jodhpur and in any subsequent corrigendums sent by RHC. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent corrigendum from Rajasthan High Court, Jodhpur
- ..... *(mention the name of the Bidder)*, satisfy the legal requirements laid down in the RFP Document. We as the Bidder designate Mr./Ms. .... *(mention name, designation, contact address, phone no., fax no., E-mail id, etc.)*, as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments, etc. on behalf of us in respect of the project.
- We affirm that this proposal shall remain valid for a period of .....*[not less than 3 (three) months]* from the last date for submission of the RFP. RHC may solicit our consent for further extension of the period of validity.

For and on behalf of

Signature (with seal)

(Authorised Representative/  
Signatory) Name of the  
Person.....

Designation.....

..... (Kindly attach  
the authorization letter)

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## ANNEXURE-4

# RAJASTHAN HIGH COURT, JODHPUR

TENDER FORM FOR PURCHASE OF LAPTOP (IN FINANCIAL YEAR 2014-15)

{to be filled by the bidder}

No. HC/SK/2014-15

Dated: . . . 2014

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">mailto:hc-rj@nic.in</a> (clearly mention the NIT no. in the subject of the 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	

- 3) The requisite tender fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. \_\_\_\_\_ dated \_\_\_\_\_.
- 4) The requisite RISL processing fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC \_\_\_\_\_ dated \_\_\_\_\_.
- 5) The requisite EMD amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. \_\_\_\_\_ dated \_\_\_\_\_.
- 6) 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-5

### PROPOSAL FORMAT FOR ORGANIZATION

#### Selection A: Organization Profile

1. Name of the Organization : .....
2. Registered Address : .....
- (Necessary fill Tel., Fax.,  
Email, Website, etc.) .....
3. Legal Status:

SNo.	Particulars	Registration no.	Date
1	Public Charitable Trust Act		
2	Society under Societies Registration Act		
3	Non-profit company under Indian Companies Act 19 56		
4	Registration under Foreign Contribution (Regulation) Act, 1976		
5	Income tax registration:		
	Under Section 12A		
	Under Section 80 G		
	Under Section 35 CCA		
	Any other Section		

4. Bank Details:

Bank name	Account No.	Date of Opening Account

5. Details of the Contact Person

Name : .....

Designation : .....

Contact No. : .....

E-Mail: : .....

7. Members Associated with the Organization:

SNo.	Name	Nationality	Occupation/qualification	Position held in the organization	Relationship with any other officer bearers (if any)	Address



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## Section B: Operational Background

1. Project related to supply of these type of tems:

SNo.	Name of the programme	Period		No of outreach session per month	Details of the Programme	Total Budget	Source of fund
		From	To				

2. Staff Details ( Kindly provide the details of 5 key positions in the organization)

Name of Staff	Position	Qualification	Working since

3. Any previous association/working experience with Govt. Sector? If yes, please provide the details:

4. Volume of Year wise Grant Received during the last 3 years (in different projects):

5. Name of the Donors/Funders during the last 3 Years:

## Section C: Basic Documents required to be submitted along with the proposal for Evaluation

- Copy of Trust Deed if registered under Trust Act.
- Copy of Memorandum and Rules if registered under Society Registration Act.
- Annual Report of last one year
- Audited Accounts of last 3 Years.
- Organizational Chart
- Legal Status of the society-Copy of Registration Certificate
- Copy of PAN/TAN Number
- Copy of Latest Income Tax Return File
- Any other document relevant to the proposal.

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## Annexure-6 Checklist for submission of proposal

1. Cover Letter (Annexure 2)	Yes	No	Page No.
2. Proposal format for Organization (Annexure 4)	Yes	No	Page No.
3. Certificate of Registration	Yes	No	Page No.
4. Audited Balance Sheets	Yes	No	Page No.
5. Experience Certificates	Yes	No	Page No.
6. Tender Fees, Processing Fees and Bid Security	Yes	No	Page No.
7. Affidavit that the bidder has not been blacklisted (as mentioned in eligibility criteria)	Yes	No	Page No.
8. All annexures A to D	Yes	No	Page No.
9. Technical Part	Yes	No	Page No.
10. Financial Part	Yes	No	Page No.

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## **ANNEXURE- 7:** **BIDDER'S AUTHORIZATION CERTIFICATE** {to be filled by the bidder}

To,

{Tendering Authority},

\_\_\_\_\_  
\_\_\_\_\_

I/ We {Name/ Designation}..... hereby declare/ certify that {Name/ Designation}..... is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ RAJASTHAN HIGH COURT / 2014-15 /

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place:

\_\_\_\_\_

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**ANNEXURE-8:**  
**SELF-DECLARATION – NO BLACKLISTING** {to be filled by the bidder}

To,

{Tendering Authority},

\_\_\_\_\_  
\_\_\_\_\_

In response to the Tender/ NIT: ...../RHC/PUR/2014/.....Dated .....for {Project Title}, as an Owner/ Partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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**ANNEXURE- 9:**  
**CERTIFICATE OF CONFORMITY/ NO DEVIATION** {to be filled by the bidder}

To,

{Tendering Authority},

\_\_\_\_\_  
\_\_\_\_\_

**NIT: ...../RHC/PUR/2014/.....Dated .....**

**CERTIFICATE**

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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## **ANNEXURE- 10:** **UNDERTAKING ON AUTHENTICITY OF LAPTOPS and ALLIED EQUIPMENTS**

{to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,

{Tendering Authority},

\_\_\_\_\_

Reference: **NIT: .....**/**RHC/PUR/2014/.....Dated .....**

This has reference to the items being supplied/ quoted to you vide our bid ref. no. \_\_\_\_\_  
dated

\_\_\_\_\_.

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-11:

### FINANCIAL BID UNDERTAKING {on bidders letterhead in technical bid}

To,  
Registrar General,  
Rajasthan High Court,  
Jodhpur

Reference: **NIT:** ...../RHC/PUR/2014/.....**Dated** .....

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-12.

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 of \_\_\_\_\_ after the last date fixed for bid submission 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:

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## ANNEXURE-12: PRICE BID(BoQ) (on e-Proc website):

Tender Inviting Authority : Registrar General, Rajasthan High Court, Jodhpur						
Nature of Work: Supply of Laptop (873 Nos.)						
Contract No: HC/SK/2014-15/			DATED			
Bidder Name :						
<b>SCHEDULE OF WORKS</b>						
(This BoQ template must not be modified/replaced by the bidder and the same should be updated after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No.or Qty.	Unit	RATE In <b>Figures</b> To be entered by the <b>Bidder</b> Rs. (inclusive all taxes) FOR Store		AMOUNT Rs. P
				Figures	Words	
1.00	Laptops:  Required specification is as under Core i5 (3rd Gen.) to (4 <sup>th</sup> Gen.)/15.6 HD AG Monitor/6 GB DDR3 RAM or Higher /500 GB Hard Disk (5400rpm or higher/DVD RW/ HD Webcam/2GB Integrated Graphic Card(Optional)/ Mother board with extra slots/Linux based system/ Gigabit Ethernet, Wi-Fi & Bluetooth, enabled/finger print sensor(Optional)/ Minimum 4 Hours Battery backup under standard working condition/ rechargeable Battery with minimum 3 year warranty.  (ii) Accessories- AC Power adapter, headphone & good quality carrying case (backpack); all necessary plugs/utilities; hard disk data encryption, updated OS (customized by eCommittee, the Hon'ble Supreme Court) and driver software in optical media.  (iii) 3 Years Warranty on site.:	873 Nos	No.		Rupees only	0.00
<b>Total in Figures</b>						<b>0.00</b>
<b>Total in Words</b>		<b>Rupees only</b>				

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



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## **ANNEXURE-13:** **COMPONENTS OFFERED**

{to be filled by the bidder}

**NIT: ...../RHC/PUR/2014/.....Dated .....**

Please fill the following BOM for all the offered components.

	<b>Product Details</b> <b>(make and model)</b>	<b>Detailed</b> <b>Technical</b> <b>Specificatio</b> <b>Reference*</b>	<b>OEM Details</b> <b>(Name, Address, E-Mail</b> <b>Mobile Nos.)</b>

\*\* Please attach detailed specifications (preferably OEM Product Datasheet) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above in the Annexure-2 titled "Technical Specifications")

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## **ANNEXURE-14:**

### **MANUFACTURER'S AUTHORIZATION FORM (MAF)** {to be filled by OEM's authorized partner}

To,  
Registrar General,  
Rajasthan High Court,  
Jodhpur

Subject: Issue of the Manufacturer's Authorization Form (MAF)  
Reference: NIT: ...../RHC/PUR/2014/.....Dated .....

Sir,

1. We {name and address of the OEM} who are original equipment manufacturers (OEMs) do hereby authorize {M/s \_\_\_\_\_} who is our Authorized Channel Partner (if applicable) to bid, negotiate and conclude the contract with you against the aforementioned tender reference for the following Hardware/ Software item(s) manufactured by us:

Item No.	Equipments	Qt y.	Unit	Period of Comprehensive OEM Warranty (in yrs.)	Period of end of sale (in months)	Period of end of service (in yrs.)	Period of back to back support (in yrs.)
{to be filled by OEM's Authorized Partner for Laptops as mentioned in Annexure-1 (Bill of Material)}							

2. We undertake to provide Comprehensive OEM Warranty for the offered Hardware / Software for the period mentioned above.
3. We undertake that the item/ items (equipment & software) being quoted is/ have not been and is/ are not likely to be declared end of sale for period mentioned above from the date of bid submission.
4. We undertake that the item/ items (equipment & software) being quoted is/ have not been and is/ are not likely to be declared end of sale for period mentioned above from the date of bid submission.
5. We undertake that Hardware/ Software offered by the bidder for back to back support, updates and patches for the period mentioned above.

Yours faithfully,

For and on behalf of M/s (Name of the OEM)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: \_\_\_\_\_

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Seal:

## ANNEXURE-15: Delivery Challan

As a proof of Delivery, the Bidder shall collect signed Delivery Challan from the concerned Officer / Authorized Representative of RHC and submit the same as a proof of Final Delivery as per the below mentioned template:

Supplier : M/s	Delivery Note No.	Date:
Delivery Address at District:		
Work Order Reference No.	Dated:	
Buyer: RHC	Dispatch Document N	Pre-Dispatch Inspection Rep No.
Dispatched Through:	D	
Terms of Delivery:		
Description Of Goods	Quantity	Remarks (if any)

Note: List of serial number for Laptops delivered should be attached along with the Delivery Challan.

Supplier's Authorized Representative  
RHC

Authorized Representative

Name:

Name:

Signature:

Signature:

Date:

Date of Receipt:

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## ANNEXURE-16: DRAFT AGREEMENT FORMAT

(As per rules on Rs. 5000/- 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 organisation*) 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: -

- a) Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. \_\_\_\_\_ dated. \_\_\_\_\_ valid upto \_\_\_\_\_.
- b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RHC.

Now these Presents 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.
- 2) The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice **NIT: .....**/**RHC/PUR/2014/.....****Dated .....** and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. \_\_\_\_\_ dated \_\_\_\_\_ received from {bidder} and letter Nos. \_\_\_\_\_ Dated \_\_\_\_\_ issued by the RHC. and appended to this agreement shall also form part of this agreement.
- 4) The RHC do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RHC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- 5) The mode of payment will be as specified in this bidding document/ work order.

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The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

No.	Condition	LD %*
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.0 %

Note:

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

If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods 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 hereto have set their hands on the \_\_\_\_ day of \_\_\_\_ (Year).

Signature with Seal of the Approved  
supplier/ bidder

Signature for and on behalf of  
Registrar General, RHC, Jodhpur

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1