



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax: 0291-2888080, Pin Code – 342034, Email – hc-rj@nic.in



सत्यमेव जयते

RAJASTHAN HIGH COURT, JODHPUR

TENDER FOR SUPPLY OF LAPTOPS [Apple Mac Book Pro, HP – Spectre x360-13-ap0102tu & Dell – XPS 13(9370)]

Rajasthan High Court, Jodhpur (Rajasthan)
Phone: 0291-2888500-504 Fax: 0291-2888080
Web: <http://www.hcraj.nic.in>
Email: hc-rj@nic.in



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NOTICE INVITING TENDER

Through e-Tender

No. HC/SK/2019-20/613

Dated: 04.01.2020

Rajasthan High Court, Jodhpur inviting bidding for purchase of 16 Nos. Laptops [11 number of Apple Mac Book Pro, 04 number of HP – Spectre x360-13-ap0102tu and 01 number of Dell – XPS 13(9370)]. For implementation of this purchase NIT is invited from eligible private sector/non-Govt. All details related to this NIT can be seen on website: <https://eproc.rajasthan.gov.in> & <http://hcraj.nic.in>. Proposal shall be submitted online in electronic format on website: <https://eproc.rajasthan.gov.in>

Nature of the Project	Supply of 16 Nos. Laptops [11 number of Apple Mac Book Pro, 04 number of HP – Spectre x360-13-ap0102tu and 01 number of Dell – XPS 13(9370)]
Cost of Tender Document (non-refundable)	Rs. 1000/- (Rupees One Thousand Only)
RISL Processing Fee (non-refundable)	Rs. 500/- (Rupees Five Hundred Only)
Estimated Project Cost	Rs. 32,00,000/- (Rupees Thirty Two Lakh Only)
Earnest Money Deposit (EMD)	2% of Estimated Value
Publishing Date/Time	07.01.2020 at 10.00 AM
NIT Download Start Date/Time	07.01.2020 at 11.00 AM
Bid submission Start Date/Time	07.01.2020 at 12.30 PM
NIT Download End Date/Time	16.01.2020 at 11.00 AM
Bid submission End Date/Time	16.01.2020 at 05.00 PM
Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*	17.01.2020 at 02.30 PM
Technical Bid Opening Date/Time	17.01.2020 at 03.00 PM
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	https://eproc.rajasthan.gov.in
<p>(i) e-Tender Processing fess :- Rs. 500/- (Rupees Five Hundred only) /-. (in Favour of MD, RISL, Jaipur).</p> <p>(ii) Cost of Tender Document :- Rs. 1000/- (Rupees One Thousand only), (in Favour of Registrar General, Rajathan High Court, Jodhpur).</p> <p>Note:(1) Tender fees for the document downloaded from website and processing fee shall be deposited by the bidders separately as applicable by way of DD/Banker's cheque as per above before the last date and time prescribed for online submission of bids. (2) Bid Validity 90 Days from the last date of bid submission (3) 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 2.30 PM on 17.01.2020, its Bid shall not be accepted. (4) The Banker's Cheque/Demand Draft/ Bank Guarantee should be drawn in favour of "Registrar General, Rajasthan High Court, Jodhpur" payable at "Jodhpur" from any Scheduled Commercial Bank.</p>	

By Order,

Date : 04.01.2020
Place : Jodhpur

Registrar (Admn.)



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INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

- 1) Rajasthan High Court, Jodhpur invites electronic bid (eBid) proposals from reputed, competent and professional Information Technology (IT) Firms, who meet the minimum eligibility criteria as specified in this bidding document for “*Supply of 16 Nos. Laptops [11 number of Apple Mac Book Pro, 04 number of HP – Spectre x360-13-ap0102tu and 01 number of Dell – XPS 13(9370)]*”, as detailed in the section titled “scope of work” of this NIT document.
- 2) The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>.
- 4) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) A two-stage two envelope selection procedure shall be adopted.
- 6) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and EMD should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
- 7) RHC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 8) Please note that a pre-bid meeting of prospective bidders, who have purchased the tender/ bidding document, is scheduled as per the details specified in Notice Inviting Tender (NIT) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.
- 11) No contractual obligation whatsoever shall arise from the NIT/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
- 12) RHC disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.



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GENERAL INFORMATION AND INSTURCTIONS TO BIDDER

1. Name of the Authority Inviting Tender

Registrar General, Rajasthan High Court, Jodhpur, (Rajasthan) – 342034
Phone: 0291-2888500-504 Fax: 0291-2888080, Mail to: hc-rj@nic.in
Website: <http://www.hcraj.nic.in>

2. Scope of Supply:

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 twelve 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.

3. Eligibility Criteria:

The NITs shall qualify based on the following eligibility criteria-

No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	1.The bidder should be a company/Distributor/ registered firm. 2.The Bidder shall be an OEM/Distributor. In the alternative, an OEM may authorize its one or more Partner to bid.	1. Copy of Registration Certificate(s) of incorporation 2. Authorization Certificate from OEM (in case of partner)
2.	Net Worth	The net worth of the bidder in the last financial year, i.e. 2018-2019, should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last financial year
3.	Tax registration and clearance	The Bidder should have a registered number of i. VAT/Sales Tax where his business is located ii. Service Tax iii. Income Tax / PAN / TIN number.	- Copies of relevant registration certificates - Valid VAT clearance certificate from the CTO of the circle concerned
4.	Blacklisting	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 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.	A Self Certified letter as given in the Annexure-6
5.	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 above items in India
6.	Registration of	The bidder should be registered body	Copy of Certificate(s) of



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	the Bidder:	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.	Registration
7.	Experience in implementation and management of such projects/ schemes:	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.	Executed supply order/experience certificate
8.	Financial Soundness/Stability:	A proposal may come from a single entity having a minimum average annual turnover as per norms for last three financial years (2019-20, 2018-19, 2017-18). The bidder must attach audited accounts as supporting documents. Un-audited accounts will not be considered.	Audited Balance Sheet
9.	Annual Turnover	The total annual turnover of bidder's from supply of Computers systems / LAPTOP in India should be more than or equal to 20 Lakh in last two financial year.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last two financial year

4. 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".

5. Declarations:

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

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

Annexure B:- Declaration by the bidder regarding qualifications.

Annexure C:- Grievance Redressal during procurement process

Annexure D:- Additional Condition of Contract

6. 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 NIT document including terms of reference, he should submit his issue/question in writing at least a week before Pre-Bid Conference.

7. 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.

8. Documents comprising the Bid-

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

I. Technical bid

II. Financial bid



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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
Fee Details		
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
Pre-Qualification Documents		
5	Tender Form	as per Annexure-4
6	Bidder's Authorization Certificate	as per Annexure-5
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
Technical Documents		
8	Certificate of Conformity/ No-Deviation	as per Annexure-7
9	Manufacturer's Authorization Format	as per Annexure-12
10	Undertaking of Authenticity	On non judicial stamp paper of Rs. 100 as per Annexure- 11
11	Financial Bid Undertaking	as per Annexure-8
12	Components Offered	as per Annexure- 2
13	Compliance Sheet for the supplied items	Compliance sheet as per Annexure from OEM on their letterheads.
Note : Please note the Financial bid undertaking needs to be submitted along with the technical bid. Pr bid needs to be submitted only on e-procurement website as per the BoQ template.		

c. Financial bid shall include the following documents:

SNo.	Documents Type	Document Format
1	Price Bid (BoQ).xls	As per Annexure-9

9. **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). Online Bids submitted in Envelopes as Follows:

Sr.No.	Documents	Content	File Types
Cover – 1 (Technical Document)			
1.	EMD	The scanned copy of EMD instruments	.PDF
2.	Eligibility Criteria	The requirements as mentioned from	.PDF
3.	Technical Bid with Compliance Statement	The certified copies of documents as per Annex. -2 and compliance statement as per Annex. -3	.PDF
Cover – 2 (Financial Document)			
4.	Financial Bid (BoQ)	Gross Total Value Financial Bid as per Annexure – 4	.XLS

10. **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 30 days with consent of the bidders.

11. **Modification/withdrawal of the Proposal:**

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



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12. The bidders should note the following

- a. That the incomplete bid 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 NIT 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 NIT. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Project Authority may be a ground for rejecting the NIT.
- e. The NIT shall be evaluated as per the criteria specified in this NIT Document. However, within the broad framework of the evaluation parameters as stated in the NIT, 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 NIT 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 NIT 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 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.

13. Grievance Redressal during the NIT Process:-

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

14. Time Schedule for submission of the Proposal:

Particular	Scheduled on
Last Date & Time for submission of the NIT	16.01.2020 at 05.00 PM
Time & date for opening of Technical Bid	17.01.2020 at 03.00 PM

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

15. Bid Prices

- a. The bidder shall give the total composite price inclusive of all levies and taxes i.e. F.O.R



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Store. The offer of the firm shall be in Indian Rupees only. No foreign exchange will be made available by the Institute.

- b. The prices quoted by the bidder shall remain fix during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- c. **A separate sheet (on firm letter head) also attached regarding calculation of GST (Base Price + GST)**

16. Technical & Financial Evaluation

- a. Detailed technical evaluation shall be carried out pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For the purpose of this clause, the substantially responsive bid is one that conforms to eligibility and all the terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids to determine whether they are complete, whether required security have been furnished, whether the documents have been properly signed and whether the bids are in order.
- b. The purchase committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.
- c. A bid determined as substantially non-responsive will be rejected by the Institute and shall not be allowed to be responsive by correction of the nonconformity.

17. Demonstration of Samples:

Samples of product offered may be submitted at the time of opening of bid before the purchase committee. The committee may call for the samples at any point of time.

18. Bid Security/Earnest Money Deposit (EMD)

- a. EMD @ 2% of the bid value in the form of banker's cheque/demand draft of any of the scheduled banks drawn in favour of "**Registrar General, Rajasthan High Court, Jodhpur**" shall accompany the bid.
- b. The quotations received without earnest money shall be summarily rejected without assigning any reason and no Bidder shall have the right to represent against it even if his quotation happens to be the lowest.
- c. EMD for lesser amount/EMD not submitted in the manner prescribed will be rejected and returned to the bidder.
- d. The submission of EMD is compulsory for all the bidders except those who are exempted under the rules.
- e. The earnest money will be refunded without interest to the Bidder whose tender is not accepted after the finalisation and award of the tender.
- f. In case of successful/ selected bidder(s), the EMD will be adjusted in arriving at the amount of the Security Deposit

19. Security Deposit

- a. The successful/ selected bidder(s) shall, within Seven (7) days of the notification of Contract award, provide a security deposit 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.
- b. The proceeds of the security deposit 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.
- c. **Form of security deposit:**
Successful bidder will have to deposit SECURITY DEPOSIT in the form of Demand Draft/Fixed Deposit/Bank Guarantee (Unconditional & Irrevocable) in favour of "Registrar



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General, Rajasthan High Court, Jodhpur”.

d. Refund of security deposit:

Security deposit shall be refunded within one (01) month of the completion of supply of the item as per purchase order in case it is one time purchase and two months in case the delivery is staggered. It will however be refunded on the expiry of guarantee / warranty period where there is condition of guarantee / warranty.

20. SECURITY DEPOSIT shall be forfeited in the following cases:

- When any terms and condition of the contract is breached.
- 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.
- To adjust any dues against the firm from any other contract with RHC.
- No interest will be paid by R.H.C. on the amount of EMD and security deposit
- Proper notice will be given to the Supplier/ Selected bidder(s) with reasonable time before EMD/ SECURITY DEPOSIT is forfeited.
- Forfeiture of EMD/SECURITY DEPOSIT 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.

21. Documents/Certificates

The Tendering firms/agencies are required to submit the self attested photocopies of following documents, failing which their bids will be summarily/out-rightly rejected and will not be considered further;

- Registration certificate as per existing norms (indicating the legal status company/partnership firm/proprietorship concern, etc.);
- Copy of GSTIN/CST/VAT/TIN Registration Certificates
- Copy of PAN Card;

22. Signing of the bids

- The bid shall be typed or hand written. All pages shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.
- All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person/persons signing the bid.

23. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

24. No withdrawal after submission of bids

No bidder will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm shall stands forfeited.

25. Non acceptance of the tenders received after the last date

Tenders received after the last date and time prescribed in the NIT shall **not be** accepted under any circumstances.

26. Non transferability and Extension of last date

This tender document is non transferable. The Registrar General, Rajasthan High Court, Jodhpur may in his discretion can extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.



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TERMS & CONDITIONS

The Contract shall be governed by the following terms and conditions:-

A. Rates/ Prices

1. The rates should be quoted in Indian Rupees only in words as well as in figures. All the Taxes and Duties such as Excise duty, sales tax, VAT etc. must be included in the quoted price.
2. Rates once be quoted (inclusive all taxes) should be final. No claim for compensation or loss caused due to fluctuations or any other reasons will be entertained.
3. In case of discrepancy between the amounts in figures and words, the amount in words will only be considered for the purpose.
4. Rates should be quoted F.O.R. Destination (Free delivery at Store Section).

B. Penalty

1. If the Bidder/firm stops the supply without completing it, this office may impose penalty.
2. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to accept/reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
3. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to award the tender to more than one Bidder.
4. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
5. The Office reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.
6. If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted and its EMD/SECURITY DEPOSIT shall be forfeited.

C. Specifications

1. All articles supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to "As per office specification".
2. All articles supplied shall conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplied material shall be of the very best quality and description. The decision of the Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.

D. Extent of quantity – Repeat orders :

1. If the orders are placed in excess of the quantities shown in the Tender Form, the Bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided as per rules. If the Bidder fails to do so, the Purchase Committee shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the Bidder.
2. If the Purchase Committee does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the Bidder shall not be entitled to claim any compensation.



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E. Liquidated damages: In case of extension in the delivery period with liquidated damages the recovery shall be made as per rules. The supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance; he shall apply in writing to the authority, which has 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.

F. Basis of awarding the contract

The contract shall ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms & conditions.

G. Delivery

In case, the firm fails to complete the supply order within the specified period from the receipt of supply order, order will be completed from other sources and the difference of cost, if any, will be recovered by issuing notice and necessary action for blacklisting the firm may also be taken.

H. Guarantee/Warranty

1. In the event of supply, any item found to be defective, damaged, the firm/bidder has to replace the same free of cost.
2. In case of recurrence of defects in the items, the item shall be replaced.

I. Agreement

The successful bidder shall submit the Agreement if required in accordance of this office format duly signed and submit the same to the office within a week of the receipt of the supply order. All charges in this regard will be borne by the bidder.

J. It must be mentioned clearly whether bidder is manufacturer/sole manufacturer/ Authorized agents for the items for which he is quoting.

1. Manufacturer must add a certificate that item(s) is manufactured by them as per range of products.
2. Sole Manufacturers must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this NIT & item(s) is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Central Govt. and DGS & D for the similar item(s) and these are not higher than those quoted by them.
3. Authorized agents **must submit an authority letter from their Manufacturer/Principals on the letter head of the Manufacturer/Principals.** The authorization letter must give/mention the purpose for which it will be allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise letter will be liable to rejection.

K. Insurance:

1. 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.
2. The goods will be delivered at the FOR destination in perfect condition.



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L. Rejection:

1. 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.
2. 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.
3. 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.

M. General /others

- 1 The goods/items/stores should be supplied within 30 (Thirty) days from the date of issue of purchase order/supply order.
- 2 The goods/items shall be delivered to Registrar General's store at 1st floor or any designated place of the office. Unloading of goods / stores and delivery to store at above mentioned place shall be responsibility of the firm. The Laptops shall be delivered at Jodhpur & Jaipur.
- 3 The supplier will be liable to replace the rejected /damaged goods to the stores within 10 days, failing which the legal action will be taken as deemed fit by the Department.
- 4 The tenderer must confirm in writing that the goods supplied by them shall be as per specification of goods mentioned in the NIT and in case any duplicate/identical goods of varying quality supplied by them, the order shall be cancelled and goods shall be purchased from the L-2 quoting firm or market, and the difference in price would be recovered from defaulter supplier.
- 5 The payment will be made by cheque or through ECS/RTGS on receipt of pre-receipted bill in triplicate. No request for other mode of payment will be entertained. No advance payment will be made in any case.
- 6 In case of failure on the part of approved supplier to supply the above mentioned items as per supply order within the stipulated period, the office shall be at liberty to purchase the said items from other sources and the difference of price will be recovered from the defaulter agency who has been awarded the order and this will be binding on the tenderer. If the failure continues for the second time or repeated on the part of approved supplier, the contract shall be cancelled and performance security would be forfeited apart from taking other legal action by this Department.
- 7 This office reserves the right to reject or to accept any quotation, in whole or in part without assigning any reason thereof. This office also reserves the right to renew or extend the contract for such period(s) as it may deem necessary, taking into account the satisfactory performance/services rendered by the contractor during previous year.
- 8 The order may be placed with one or more than one firms depending upon rates and other factors viz L.1 rates, quality of the products etc.
- 9 The Bidders will be bound by the details furnished by Registrar General, Rajasthan High Court, Jodhpur, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- 10 In any circumstances, the firm shall not appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.



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- 11 All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the Bidder only.
- 12 Purchase committee reserves the right to accept/reject any or all the bids in whole or in part at any stage without assigning any reason whatsoever and is not bound to accept the lowest tender.
- 13 In spite of above Terms & Condition Rules of GF&AR-II and Rajasthan Transparency in Public Procurement Act, 2012 to be applicable.

N. BID SUBMISSION PROCESS:-

- 1 Any other document which the Vendor may feel necessary to support the product/bid.
- 2 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/Legal Department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the Company.
- 3 All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- 4 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- 5 Ambiguous bids will be out rightly rejected.
- 6 The Rajasthan High Court will NOT be responsible for any delay on the part of the Vendor in obtaining the terms and conditions of the Tender notice or submission of the Tender bids.
- 7 The offers submitted by telegram/ fax/ e-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- 8 The price shall be for delivery at desired destination in the State of Rajasthan including installation/commissioning and complete operationalization and including statutory levies, if any.
- 9 Conditional Tenders shall NOT be accepted on any ground and shall be rejected straightway.
- 10 Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipments with the Technical Bid. No deviations in terms & conditions of the Tender document as well as technical specifications (on the lower side) will be accepted in any case.
- 11 Tender process will be over after the issue of Purchase Order to the selected Vendor(s).
- 12 Bids not quoted as per the format given by the Rajasthan High Court will be rejected straightway.
- 13 The bidder must quote for all the items mentioned in the Annexures including option items /Services. In case any items not quoted, the bid shall be summarily rejected.
- 14 Bidder must quote only one option (Make/Model) against the third party items from amongst the items listed in the "Annexure – 2: Technical Specification".
- 15 Vendor should not quote products which are nearly end of life during the empanelment. However, if it happens, empanelled Vendor will supply the next higher version of the technically accepted product at the same administered empanelled price.
- 16 If required the Rajasthan High Court may allow finally empanelled Vendors to supply any of the technically qualified products (Make/Model), depending upon Project requirements, at the same empanelled price provided, documentary evidence as per eligibility criteria is provided.



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O. PAYMENT TERMS AND SCHEDULE:

- 1 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 fulfillment of all the obligations stipulated in the Contract.
- 2 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 having accepted it.
- 3 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.
- 4 All remittance charges will be borne by the supplier/ selected bidder(s).
- 5 In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- 6 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.
- 7 Advance Payments will not be made.
- 8 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 bills.
- 9 Taxes (work contract tax, service tax, VAT/GST, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.
- 10 Supply all the required quantities of items, as mentioned in the BOM given in **Annexure-1 titled "Bill of Material (BoM)" (at Page No-23)**, and having the specifications and all other accessories as mentioned in the Specifications provided in **Annexure-2 titled "Technical Specifications" (at Page No- 24)** at Rajasthan High Court, Jodhpur and Jaipur Bench, Jaipur.

P. SERVICE LEVEL AGREEMENT AND PENALTIES

- 1 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.
- 2 The Bidder shall provide comprehensive, end-to-end service including supply, validity period and replacement of all the defective items/their components in case of physical damage. No reason shall be entertained (apart from those mentioned in Force Majeure). In case of unavailability of any service given in the Scope of Work in this RFP appropriate penalty shall be levied.
- 3 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.
- 4 Applicable penalties shall be calculated on Quarterly basis.
- 5 The total Penalty shall not exceed 10% of the total value of the order. Penalty beyond 10% of the total value of the order, on account of any reason whatsoever, will be deemed to be an event for termination on default.

Q. SLA ADHERENCE DURING VALIDITY PERIOD 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:



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Type of Incident	Target Resolution time	Penalty
Any defect in all the items or any of its part	T+7 days	No penalty
	> T+ 7 days	Rs. 100 /- per day per items 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 all/one of the items at the service support centre / Resident Engineer (as per the contact address provided by the bidder) in person.

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

I/We submit this tender after reading the tender notice (NIT), instruction of terms and conditions contained herein and accepted by me/us.

Dated:

Address:

Signature of the Bidder

Mobile Number:

(with seal)



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 Filling 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 bank demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

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



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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 50% of the value of Goods of the original contract. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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



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ANNEXURE-1: 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 pf emd pf service (in months)	Period of back to back support, updates and patches (in months)
1	Apple Mac Book Pro	11	Nos.	Y	36	12	24	12
2	HP – Spectre x360-13-ap0102tu	4	Nos.	Y	36	12	24	12
3	Dell – XPS 13(9370)	1	Nos.	Y	36	12	24	12

- Successful bidder has to supply all above items, install necessary softwares and all other accessories as per the instruction of RHC, Jodhpur.
- Details of exact location for delivery shall be provided by Rajasthan High Court, Jodhpur to the successful bidder prior to signing the agreement. This location may be district Head Quarter of each Judgeship.
- Detailed Technical Specification are given in the Annexure-2
- OEM warranty will be commenced from the actual date of delivery to the office concerned



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ANNEXURE-2: TECHNICAL SPECIFICATIONS FOR APPLE, HP & DELL LAPTOPS

Specification	Qty
Apple MacBook Pro TB (Storage 512 GB SSD, Display 13.3 inch (diagonal) LED backlit display with IPS technology, Touch ID Touch Bar with integrated Touch ID sensor, Processor 2.4 GHz Quad Core Intel Core i5, Turbo Boost up to 4.1 GHz, Memory 8 GB of 2133 MHz LPDDR3, Graphics Intel Iris Plus Graphics 655 with three years warranty and Virtual Windows. Type 'C' USB Connector with USB, HDMI and Ethernet Ports.	11
HP – Spectre x360-13-ap0102tu (1 TB SSD) 13.3 Inch laptop (8 th Gen Intel Core i7-8565U/16GB/ Win 10 / Intel UHD Graphics 620) Dark Ash Silver, Touch with three years warranty . Type 'C' USB Connector with USB, HDMI and Ethernet Ports.	4
Dell – XPS 13(9370) 13 inch laptop (8 th Generation Intel Core i7- 8650 U Processor / 16GB/ 512 GB/ Windows 10 Pro 64Bit / Integrated Graphics) with three years warranty . Type 'C' USB Connector with USB, HDMI and Ethernet Ports.	1

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



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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 NIT)

Date:

Place:

Registrar General
Rajasthan High Court,
Jodhpur

Dear Sir,

Sub: Selection of a Bidder for Supply of Laptops (Apple, HP & Dell)

Please find enclosed copy of our "Notice Inviting Tender" (NIT) in response to the issuance of NIT by RHC for Selection of a Bidder for supply of Laptops(Apple, HP & Dell) at Rajasthan High Court, Jodhpur. We hereby confirm the following:

- ☐ The NIT is being submitted by *(Name of the Bidder)* in accordance with the conditions stipulated in the NIT/NIT Documents.
- ☐ We have examined in detail and have understood the terms and conditions stipulated in the NIT 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 NIT is consistent with all the requirements of submission as stated in the NIT 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 NIT 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 NIT. 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 TENDER FORM

RAJASTHAN HIGH COURT, JODHPUR

{ For Supply of 16 Nos. Laptops [11 number of Apple Mac Book Pro, 04 number of HP – Spectre x360-13-ap0102tu and 01 number of Dell – XPS 13(9370)] }

No. HC/SK/2019-20/613

Dated: 04.01.2020

Addressed to :

Name of the Tendering Authority	Registrar General
Address	Rajasthan High Court, Jodhpur, (Raj.) – 342001
Telephone	0291-2541338, 2545516
Tele Fax	0291-2546974
Email	hc-rj@nic.in (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:		Web-Site:
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: 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 HC/SK/2019-20/613
Dated- 04.01.2020.

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:



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax: 0291-2888080, Pin Code – 342034, Email – hc-rj@nic.in

ANNEXURE-6: SELF-DECLARATION – NO BLACKLISTING {to be filled by the bidder}

To,

{Tendering Authority},

_____,

_____,

In response to the Tender/ **NIT: HC/SK/2019-20/613** Dated **04.01.2020** for Supply of 16 Nos. Laptops [11 number of Apple Mac Book Pro, 04 number of HP – Spectre x360-13-ap0102tu and 01 number of Dell – XPS 13(9370)], 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- 7: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,

{Tendering Authority},

_____,

NIT: HC/SK/2019-20/613 Dated 04.01.2020
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:



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax: 0291-2888080, Pin Code – 342034, Email – hc-rj@nic.in

ANNEXURE-8: FINANCIAL BID UNDERTAKING {on bidders letterhead in technical bid}

To,
Registrar General,
Rajasthan High Court,
Jodhpur

Reference: **NIT: HC/SK/2019-20/613** **Dated 04.01.2020**

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-7.

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:



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax: 0291-2888080, Pin Code – 342034, Email – hc-rj@nic.in

ANNEXURE-9: PRICE BID(BoQ) (on e-Proc website):

Tender Inviting Authority: REGISTRAR GENERAL, RAJASTHAN HIGH COURT, JODHPUR							
Name of Work: For Supply of 16 Nos. Laptops [11 number of Apple Mac Book Pro, 04 number of HP – Spectre x360-13-ap0102tu and 01 number of Dell – XPS 13(9370)]							
Contract No: No. HC/SK/2019-20/613				Dated: 04.01.2020			
Bidder Name :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	Tax Paid RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT (inclusive all taxes) For Store	TOTAL AMOUNT In Words(inclusive all taxes) For Store
1	2	4	5	6	13	53	55
1	Computer Items						
1.01	Apple Mac Book Pro	11	Nos	2200000.00		0.00	INR Zero Only
1.02	HP – Spectre x360-13-ap0102tu	4	Nos	800000.00		0.00	INR Zero Only
1.03	Dell – XPS 13(9370)	1	Nos	200000.00		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only						

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



RAJASTHAN HIGH COURT, JODHPUR

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ANNEXURE-10: PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}

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

To,

Registrar General,
Rajasthan High Court,
Jodhpur.

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



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manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RHC against the said Contractor(s) and to forbear or enforce any of the NIT for selection of Vendor for supply of Laptop Computers throughout the State of Rajasthan (After Pre-Bid) terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RHC or any indulgence by the RHC to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RHC in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RHC may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jodhpur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jodhpur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1)

(2)



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Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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



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Phone No. 0291-2888500-504 Fax: 0291-2888080, Pin Code – 342034, Email – hc-rj@nic.in

ANNEXURE- 11: UNDERTAKING ON AUTHENTICITY OF ALL ITEMS and ALLIED EQUIPMENTS

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

To,

{Tendering Authority},

Reference: **NIT: HC/SK/2019-20/613** Dated **04.01.2020**

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.



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax: 0291-2888080, Pin Code – 342034, Email – hc-rj@nic.in

ANNEXURE-12: 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 No.: HC/SK/2019-20/613** **Dated 04.01.2020**

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	Qty.	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.)

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: _____

Seal: