

RAJASTHAN HIGH COURT, JODHPUR

Notice Inviting Tender

No. HC/SK/2021-22/17

Dated 16.04.2021

Bids for supply of Asbestos cement pots and Plastic pots in the Office Premises at Rajasthan High Court, Jodhpur are invited from interested bidder's upto 26.04.2021. Other particular of bid may be visited on the procurement portal <https://sppp.rajasthan.gov.in> of the state and <https://hcraj.nic.in/hcraj/tender.php>. (Tender Cost Rs. 4,90,000/-)

UBN No.

By order,


16-4-21
Registrar (Admn.)

Department Details:	
Department Name	Rajasthan High Court Jodhpur
Department Type	State Government Department
Procuring Entity Name:	Mr. Nirmal Meratwal
Procuring Entity Contact:	Email: ns[dot]meratwal[at]ajj[dot]gov[dot]in, Mobile: 9414271513
Office Address:	RAJASTHAN HIGH COURT, RAJASTHAN HIGH COURT, JODHPUR, Jodhpur, (Jodhpur), PIN:342001, Phone No.:02912544147, Fax No.:02912546974

NIB Details:	
NIB Code	RHC2122A0005
NIB Reference no	17
NIB Publish Date	16/04/2021
NIB Published Bids	1 / 1
NIB Document	Size 268.72 KB [English n हिन्दी]
NIB Financial Year	2021 - 2022

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Bid Details:	
UBN	RHC2122GSOB00005
Bid Title	Bid for supply of asbestos cement pots and plastic pots in the office Premises at Rajathan High Court, Jodhpur
Bid Type	Goods
Bid Sub Type	General Items
Bid Pattern	Open Competitive Bidding
Bid Amount	₹490000.00
Bid Required in Cover(s)	1
Bid Document	Size 934.08 KB [English n हिन्दी]
First Appeal Hearing Authority	Registrar Administration
Second Appeal Hearing Authority	Registrar General
Critical Dates:	
Bid Uploaded Date	16/04/2021
Bid Publish Date	16/04/2021
Bid Submission End Date	26/04/2021
Bid Open Date	26/04/2021



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

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Dated:

Place:

Sign of Bidder

with Address Seal



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DISCLAIMER

The information contained in this Tender document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of Rajasthan High Court, Jodhpur, is provided to the bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions, subject to which such information is provided.

This TENDER document is not an agreement and is neither an offer nor an invitation to offer by Rajasthan High Court, Jodhpur. This TENDER is to invite proposals from applicants who are qualified to submit the bids (“Bidders”). The purpose of this TENDER is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This TENDER does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this TENDER and wherever felt necessary obtain independent advice. Rajasthan High Court, Jodhpur, makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. Rajasthan High Court, Jodhpur, may in its absolute discretion, but without being under any obligation to do so and without prejudice to its rights, update, amend or supplement the information in this TENDER.

The information contained in this TENDER document is selective and is subject to update, expansion, revision and amendment. Rajasthan High Court, Jodhpur, does not undertake to provide any Bidder with access to any additional information or to update the information in this TENDER document or to correct any inaccuracies if any therein, which may become apparent. Rajasthan High Court, Jodhpur, reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this TENDER and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of Rajasthan High Court. Any information contained in this TENDER document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by Rajasthan High Court, Jodhpur.

Information provided in this TENDER is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Rajasthan High Court, Jodhpur, does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, Rajasthan High Court, Jodhpur, also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

Rajasthan High Court, Jodhpur, reserves the right to reject any or all the expression of interest / proposals / Bids received in response to this TENDER at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of Registrar General, Rajasthan High Court, shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

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Tender Form No. _____

Cost of Rs. 200/-

Tender Form for supply of Asbestos cement pots and Plastic pots in the Office Premises at Rajasthan High Court, Jodhpur

(To be returned with the Tender to the Registrar General Rajasthan High Court, Jodhpur)

NIT No. HC/SK/2021-22/ 17

Dated: 16.04.2021

- Complete contact details : _____
(which include physical contact _____
address, fax, telephone _____
and contact person) _____
- Email Address : _____
- PAN Number and GST No. of Tenderer/Concern: _____
- Nature of the concern _____ (i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public.Sector Organization.):
- The tenderers shall be required to quote price inclusive all taxes as mentioned below

S. No.	Item	Specification	Required Qty	Approx. Total Amount	Quoted Price (incl. all taxes)
1	Plastic Bowl Planter Material-Plastic Grade Colour – Off-White	Size - 30 x12 (Inch)	60	168000	
2	Cuber Planter Material-Plastic Grade Colour – Off-White	Size -23.5 x 23.5 x 20.5 (Inch)	60	192000	
3	Asbestos Cement Pot	(i) Height – 22 cm/11 inch (ii) Top dia 26 cm (iii) Bottom dia 17.5 cm	600	78000	
4	Asbestos Cement Pot	(i) Height – 26 cm/12 inch (ii) Top dia 26 cm (iii) Bottom dia 17.5 cm	400	52000	
Total Approx Tender Cost				490000	

- I/We offer to do the works of supply of Asbestos cement pots and Plastic pots in the Office Premises at Rajasthan High Court, Jodhpur, as per the Schedule of Work & Description mentioned in the NIT and hereby bind myself/ourselves to complete the works within the period of time as may be specified and terms laid down in the contract Agreement.
- I/We also hereby agree to abide by the latest general and special conditions of contract and to carry out the works according to the above conditions and as per scope of work specified and conditions laid down in contract Agreement, in all respects within specified time mentioned in supply order.
- I/We also hereby attached List of Important documents like Registration Certificate, Experience Certificate, Details regarding past performance, Previous copies of supply orders, Turnover and services have been provided
- I/We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily rejected the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of EMD/PSD absolutely.
- I/We also hereby ready to provide any other information important in the opinion of the tenderer.

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NOTICE INVITING TENDER (NIT) and Tender Conditions

A. Name of tender issuer and details of tender

1. Registrar General, Rajasthan High Court, Jodhpur, Phone No 0291-2888500-505, 2888456 (Dedicate Cell), 2888385 (Store Section) Fax: 0291-2888080 E-mail :- hc-rj@nic.in
2. Tender notice will be published in the newspapers and on the official website <http://hcraj.nic.in>, and <http://sppp.rajasthan.gov.in> of the department as per the rules of the state government.
3. Tender documents can be purchased from the office of the Registrar General, Rajasthan High Court, Jodhpur on all working days between 10.00 hrs to 17.00 hrs (except Saturday, Sunday & holidays) on production of Cash Receipt of 200/- (Two Hundred only) issued from Cashier on the deposit of the said amount. Tender documents can also be available on <http://hcraj.nic.in>, and <http://sppp.rajasthan.gov.in>. In that case the tenderer shall submit a Demand Draft of 200/- (Rupees Two Hundred) only towards the cost of Tender document drawn in favour of “**Registrar General, Rajasthan High Court, Jodhpur**” along with the bid. Tenders received without the cost of Tender is liable to be summarily rejected.
4. Tenders, which should always be placed in sealed cover with the name of the work written on the envelope will be received by the Registrar General, Rajasthan High Court, Jodhpur upto 1.00 p.m. on 26.04.2021 and will be opened in the same office at 3.00 p.m.
5. RHC will not be responsible for delay in submission due to any reason. For this, bidders are requested to submit the complete bid well in advance to avoid last moment issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
6. 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.
7. Tender received on time by the department will be opened before the bidders present on time and date indicated in the tender notice.
8. Bidder will have to submit all the documents with prescribed Tender Form by signing and stamping the attachments along with the prescribed format and the stamp before the last date in the office.
9. If any of the documents are missing or unsigned, the tender may be considered invalid by the department at its discretion.
10. The tender submitted on behalf of the Firm shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender is liable to be rejected by the department.
11. The Rajasthan High Court will have full right to accept or reject the tender, whole or part, at any level and there will be no consultation with the tenderers of rejected / canceled tenders.
12. In addition to the conditions stated in the tender form, no other conditions of the bidder will be accepted.
13. The bidder not complying with the terms & conditions of the tender and offers indicating exceptions / deviations will be rejected. The tenderer must fill and submit the tender document without any additions or alterations in the tender document. No page shall be removed from or added to the complete set of tender document issued or downloaded. Incomplete tenders and those submitted not as per the instructions are liable to be rejected.
14. The bidder should mention the rate amount in figures as well as in words tendered by them.
15. If the tenderer gives any wrong information or suppresses any material facts or makes a false representation in this tender or creates circumstances for the acceptance of his/their

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tender, the Rajasthan High Court, Jodhpur reserves the right to reject such tender at any stage or cancel the order even after acceptance of the tender at the risk and cost of the tenderer.

16. All pages of tender document including various annexure to be signed by the tenderer and stamped at the lower right hand corner and wherever required.
17. The tender document shall not contain any interlineations or erasures of over writing except as necessary to correct the errors made by the tenderers in which case such correction shall be initiated by the tenderer along with his firm's/company's stamp.
18. The bidder or any of its partners/directors etc should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc by any court or any authority appointed to enforce any labour laws or regulations.
19. The qualified Bidder, who submits the lowest bid amount, may be declared as successful bidder and communication to that effect shall be made subject to approval and decision of Competent Authority. The authorities of Rajasthan High Court does not bind themselves to accept the lowest tender, reserves the right to reject or accept the tender without assigning any reason whatsoever.
20. The bidder shall comply with all central, local and state regulations and enactments.
21. The bidders are explicitly informed that the bids not meeting the minimum eligibility criteria, bids not accompanied with EMD, Tender fee and Processing Fee of requisite amount, or any other requirements stipulated in the tender documents are liable to be rejected.
22. The tender process will be a single stage evaluation process as per RTPP Rules, 2013 wherein the satisfactory scrutiny of the relevant documents pertaining to experience, turnover and other requisite licenses and certificates shall be the condition precedent for consideration of financial quotes of respective bidders.

B. Nature of Work

1. Rajasthan High Court, Jodhpur invites proposals from experienced/reputed, competent firms, who meet the minimum eligibility criteria as specified in this bidding document for "supply of Asbestos cement pots and Plastic pots in the Office Premises at Rajasthan High Court, Jodhpur" of this Tender document.
2. Looking to the magnitude of the New Building of Rajasthan High Court Jodhpur, asbestos cement pots and plastic pots/planter for plants are required to be procured for placing them at various places in the building particularly in shafts, corridors and outside chambers of Hon'ble Judges and other places related to movement of Hon'ble Judges.

C. Bid Security/Earnest Money Deposit(EMD)/Performance Security Deposit(PSD)

1. The tenderer shall furnish, as part of his bid, bidder has to give Bid Securing Declaration as per format specified at Annexure- 8 should be enclosed with the tender document.
2. The tenderer shall pay a **Performance Security Deposit** of 2.5% of the total value of work order, on which no interest will be paid. This Security Deposit will be deposited within 7 days of the issue of the purchase order as per Rajasthan Transparency in Public Procurement Act, 2012 and Rules of 2013.
3. Security Deposit will be released after completion of all contractual obligations and can be withheld or forfeited in full or in part in case the order is not executed satisfactorily within the stipulated period of the goods within the guarantee period is not undertaken to the satisfaction of the organization.
4. The earnest money of all unsuccessful tenderers will be refunded after the contract has been awarded to the successful bidder without any interest thereon. The earnest money will be liable to be forfeited in case the successful bidder refuses the offer.
5. If a tender form is found to be without the earnest money or less than the invoice amount, the undersigned shall have the right to reject it without assigning any reason.

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6. Notice will be given to the tenderer giving reasonable time before forfeiting the deposited security deposit.
7. The Earnest money of the tenderer shall be forfeited without prejudice to any other rights or remedies, in the following circumstances.
 - a) If the tenderer withdraws his tender during the tender validity period or makes modifications as specified in the tender document.
 - b) If, the successful tenderer fails to sign the contract in accordance with the terms and conditions of the contract.

D. Definitions:

- (a) "High Court" means the Rajasthan High Court at Jodhpur.
- (b) "Bidder/Tenderer/Contractor/Agency/Manufacturer" means any registered entity engaging in business such as a Public Ltd, Proprietorship, Partnership, Private Concern or Corporation who participates in this tender and submits its bid under the contract.
- (c) "Price" means the price payable under the work order for the full and proper performance of its contractual obligations.
- (d) 'Parties' mean Rajasthan High Court, Jodhpur acting through Registrar General or any other officer authorized by Registrar General, RHC, Jodhpur including its successors and assigns of the ONE PART and the agency/tenderer/contractor/manufacturer including its successors and assigns as the other party.
- (e) "Competent Authority" means the authority appointed by the Rajasthan High Court, Jodhpur.

E. Eligibility Criteria

1. The bidder must have an experience of manufacturing/supplying of asbestos & plastic pots/planter or engaged in the area of Landscaping/Horticulture works for at least 3 years in Government Departments, Courts, and Government Undertakings etc.
2. Average annual financial turnover during the last 3 years ending 31st March of previous financial year should be at least 100% of tender value.
3. The tenderer should enclose the last 3 years experience certificate with proof having similar experience in Government Departments, Courts, Government Undertakings, etc. The tenderer should also enclose at least three work orders each of the value equal to 20% of tender cost or two work orders each of the value equal to 40% tender cost or one work order of 70% of tender cost.
4. In the event of the tender being filed by someone other than the Directors/Proprietors/Partners/owners, copy of the document of authorization by the Directors/Proprietors/Partners/owners/Company Secretary of the firm/company to file the tender for that person, be produced along with the tender and the same shall be attested by the Directors/Proprietors/Partners/owners/Company Secretary of the firm/company.

F. Registration

1. The bidder should be either registered as a company under the Companies Act 1956 and 2013 or as a partnership firm including Limited Liability Partnership registered under the Partnership Act, 1932 and it can also be a sole Proprietorship firm/Contractor/Agencies registered under the prevalent Laws. The certificate of incorporation should be enclosed with the tender form.
2. Any legal suit/criminal case pending against the proprietor, partner, sole director or any of its Directors (in the case of Private Ltd. Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force shall not be eligible.
3. They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act) or any other law for the time being in force.
4. The bidder firm must be registered with the Income Tax and having a valid PAN card in respect of individual/firm/company as the case may be. The proof/self-attested copies in support shall be attached with tender document.

G. Validity:

The quoted rates must be valid for a period for 180 days from the date of closing of the tender.

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H. Authority of person signing document:

A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such. If, on enquiry, it appears that the person so, signing had no authority to do so, the Rajasthan High Court Jodhpur may without prejudice to other civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

I. Price

1. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. Rajasthan High Court reserves the right to cancel the quotation / tender at any stage or cancel / reject the bid without incurring any liability.
2. Prices quoted should be inclusive of all charges viz i.e. labour and material component, taxes, forwarding, packing charges and all incidental charges.
3. Further, Rajasthan High Court reserves the right to reduce/increase quantity of items quoted and rate once quoted with the bid shall be final irrespective of variance of quantity of desired items.

J. Documents supporting the Minimum Eligibility Criteria

1. Self-attested copy of Certificate of incorporation
2. Self-attested copy of PAN card in respect of individual/firm/company as the case may be.
3. GST registration certificate
4. Sales Tax registration certificate
5. CA's Certificate for turnover
6. Details of agreement/work order as desired
7. Along-with copies of relevant documents.

K. Samples

1. The bidder shall submit the samples of each item at the time of opening of technical bid. The samples to be supplied by the bidder shall conform to the technical specifications as given in the schedule of quantity. If it is noticed that samples supplied by the bidder do not conform to the technical specifications then the bidder shall be liable to replace the rejected material within 7 working days.
2. Provided that till the replacement is done, the rejected samples/materials shall be lying at the risk, cost and responsibility of the bidder.
3. In addition if the replaced samples do not conform to the technical specifications, RHC shall have right to reject the materials and offer of the bidder may be cancelled.

L. Warranty

Manufacturer's warranty for the goods should be offered by the bidder for at least One (01) year. The bidder shall be responsible for all defects of materials/goods including transportation etc. for the entire warranty period of the manufacturer effective from the date of final supply of the ordered materials/goods.

M. Change of Defective Goods

Bidder have to supply the items from the latest stock as per our requirement and if any damage/defective it should be replaced without any additional cost and as per quoted rates in the tender document.

N. Price Escalation

There should not be any price increase during the Rate Contract. Rates once finalized will not be enhanced/reduced during the currency of contract. In case of foreign currency, conversion rates in INR will be taken on the day of opening of financial bid.

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O. Delivery Schedule

The delivery of the tendered items as per enclosed technical specifications shall be made at Rajasthan High Court, Jodhpur strictly as per the direction of competent authority of High Court.

P. Duration of Contract:

1. The contract for warranty services includes repairing, or replacing a warranted product, which is initially for a period of 1 year, can be extended further as per the agreed terms & conditions.
2. General Terms and Conditions may be changed, if the RHC and the Bidder establish different conditions in a separate agreement, and the provisions thereof supersede the respective provisions of the tender documents.
3. Rajasthan High Court Jodhpur reserves the right to pre-maturely terminate the agreement without assigning any reason by giving one month notice before the expiry of the contract period.

Q. Specific terms & conditions

1. The bidder or contractor shall not sublet/transfer the work assigned under work order to him/her in any manner.
2. The bidder shall undertake all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage if its bid or during any pre-contract or post-contract stage in order to secure the contract.
3. The bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, any material or immaterial benefit or other advantage, commission, fees, brokerage, connected directly or indirectly with the bidding process.
4. The bidder shall disclose the name and address of agents and representatives and Indian bidders shall disclose their foreign principals or associates.
5. Bidders shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid.
6. The bidder, either while presenting the bid or before signing the contract, shall disclose any payments he has made, is committed to or intends to make any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
7. The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
8. The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
9. The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Rajasthan High Court, Jodhpur.
10. The bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
11. Any other instruction/specification issued by the Rajasthan High Court, Jodhpur from time to time regarding construction, addition & alteration shall be binding upon the bidder to follow.

R. Post Payment audit and Technical Examination

Rajasthan High Court, Jodhpur shall have right to cause and audit and technical examination of the works, and the final bills of the contractor, including all supporting vouchers, abstracts etc., to be made within 2 years after payment of the final bill, and if, as a result of such audit and technical examination, any of the final bill, and if, as a result of such audit and technical examination, any sum is found to have been over paid in respect of any work done by the tenderer under the contract, or any work claimed by him to have been done by him under the contract and found not to have been executed, the tenderer shall be liable to refund the amount of over payment, and it shall be lawful for High Court to recover the same from the tenderer. If it is found that the tenderer was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by the High Court to the tenderer.

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S. Force Majeure: -

1. Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of Rajasthan High Court or Successful vendor.
2. If because of any strike or lockout either in Rajasthan High Court or in the Local area, the Successful vendor is unable to function or his business is affected, Rajasthan High Court shall not be liable for any loss, which the Successful vendor may suffer in such an event.

T. निविदा हेतु सामान्य नियम, शर्तें एवं भुगतान

1. केन्द्र एवं राज्य द्वारा जारी अधिनियम, नियम, विनियम, परिपत्र, आदेश द्वारा अधिरोपित समस्त प्रकार के दायित्वों एवं कटौतियों की पालना का उत्तरदायित्व ठेकेदार/निविदादाता का रहेगा।
2. ठेके/निविदा की अवधि में यदि कोई विवाद उत्पन्न हो जाये तो उस विवाद पर रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय का निर्णय अंतिम होगा एवं ठेकेदार/निविदादाता को मान्य होगा। सभी कानूनी कार्यवाहियां, यदि उत्पन्न हो, तो उनकी सुनवाई का क्षेत्राधिकार जोधपुर महानगर में स्थित सक्षम न्यायालय का होगा।
3. सामान्य स्थितियों में निविदा के पश्चात बातचीत नहीं की जायेगी। तथापि, बातचीत निम्नतम निविदाकारों से उन परिस्थितियों में की जा सकती है जहाँ रिंग मूल्य उद्धरित किए गए हों या दरें अत्यन्त विचारणीय हों एवं प्रचलित बाजार दर से अत्यधिक प्रतीत हों। स्वीकार्य दरों के असमाधानप्रद उपलब्धि के मामले में क्रय समिति निम्नतम निविदाकार को नियमानुसार प्रति प्रस्ताव करने का भी निश्चय कर सकती है। यदि प्रतिप्रस्ताव निम्नतम निविदाकार को स्वीकार्य न हो तो समिति निविदाओं को नामंजूर करने और निविदा पुनः आमंत्रित करने या उसी प्रतिप्रस्ताव को द्वितीय, तृतीय निम्नतम निविदाकार व इसी क्रम में अन्य निविदाकार को प्रतिप्रस्ताव दिया जा सकता है जो प्रतिप्रस्ताव को स्वीकार करे।
4. सफल निविदादाता को कार्यादेश दिए जाने की दिनांक से 7 दिवस में अनुबन्ध करना होगा।
5. निविदादाता को कार्यादेश में दिये गये आदेशानुसार कार्य प्रारम्भ करना होगा। यदि निविदादाता उक्त अवधि में कार्य आरम्भ करने में असफल रहता है तथा परिनिर्धारित नुकसानी के साथ परिधान अवधि में वृद्धि की जाती है तो कार्य के एक माह के मूल्य के निम्नलिखित प्रतिशत के आधार पर परिसमापित नुकसानी (Liquidated damage) की वसूली की जाएगी :

No	Condition	LD %
a.	Delay up to one fourth period of the prescribed delivery period / commencement of work	2.5 %
b.	delay exceeding one fourth but not exceeding half of the prescribed period / commencement of work	5.0 %
c.	delay exceeding half but not exceeding three fourth of the prescribed period / commencement of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period / commencement of work	10.0 %

6. निविदा को किसी स्तर पर रद्द करने का अधिकार रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में निहित रहेगा। न्यूनतम दरें स्वीकार करना अनिवार्य नहीं है।
7. उपरोक्त शर्तों के अतिरिक्त जहाँ आवश्यक हो राजस्थान सरकार के General Financial and Accounts Rules के नियम, Transparency in Public Procurement Act, 2012 एवं Transparency in Public Procurement Rules, 2013 के प्रावधान लागू होंगे।

Dated:

Sign of Bidder

Place:

with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

Annexure-A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

1. 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;
2. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
3. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
4. not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
5. 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;
6. not obstruct any investigation or audit of a procurement process;
7. disclose conflict of interest, if any; and
8. 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.

Dated:

Sign of Bidder

Place:

with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

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 have not been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, 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:

Dated:
Place:

Sign of Bidder
with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

Annexure-C **Grievance Redressal during Procurement Process**

The designation and address of the Appellate Authority

1. Filling 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 may file a second appeal to an officer or authority designated by the State Government in this behalf within fifteen days from the expiry of the period specified in sub-section (3) or of the date of receipt of the order passed under sub-section (2), as the case may be

4. Appeal not to lien in certain cases

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

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

5. Form of Appeal

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

6. Fee for 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.

Dated:

Sign of Bidder

Place:

with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

**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)

i. Particulars of appellant:

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

(iii) Residential address

ii. Name and address of the respondent(s)

(i)
(ii)
(iii)

iii. 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

.....
.....

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

v. Number of affidavits and documents enclose with the appeal:

vi. Grounds of appeal:-

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

7. Prayer

.....
.....
.....

Place

Date

Appellant's Signature

Dated:

Sign of Bidder

Place:

with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

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.-

1. 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.
2. 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.
3. 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.

Dated:

Sign of Bidder

Place:

with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE-1

Rajasthan High Court, Jodhpur

Tender for supply of asbestos cement pots and plastic pots at Rajasthan High Court, Jodhpur

NIT No. HC/SK/2021-22/17

Dated: 16.04.2021

"Bio-Data of the Bidder"

1.	Name of the Company / Agency				
2.	Registered Office	Address			
		Contact No.			
3.	Name of the Promoters of the Company				
4.	Is the Company / Agency is Registered fill Registration Number				
5.	Registration is valid up till date				
6.	Name and Address of the Directors/Office bearers of the Company/Agency				
	S.No.	Name	Qualification	Post	Telephone Nos. & Mobile Nos.
	1				
	2				
	3				
	4				
6.	5				
	Notice:-Annex a separate list in above format if space provided is not sufficient.				
7.	Local (Jodhpur) Address & Name of contact person of the Company/Agency				
8.	Contact Person(s) with full address and telephone & Mobiles numbers at Jodhpur				
	S.No.	Name	Qualification	Post	Telephone Nos. & Mobile Nos.
	1				
	2				
8.	3				

Dated:

Sign of Bidder

Place:

with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE-2

Rajasthan High Court, Jodhpur

Tender for Supply of Asbestos cement pots and Plastic pots at Rajasthan High Court, Jodhpur

NIT No. HC/SK/2021-22/ 17

Dated: 16.04.2021

Description of Work

Name of Institution/Department	Government/Semi-Government/Private	Tenure (Copy of work order be submitted along with certificate)	From date to date	Is presently working in this department (Yes/No)

Dated:

Sign of Bidder

Place:

with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

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 Asbestos cement pots and Plastic pots at Rajasthan High Court, Jodhpur

Please find enclosed copy (original) of our tender (NIT) in response to the issuance of NIT by RHC for Selection of a Bidder for aforesaid work. 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)

Dated:

Place:

Sign of Bidder

with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE-4: SELF-DECLARATION – NO BLACKLISTING
{to be filled by the bidder}{on Rs. 100 Non-Judicial Stamp}

To,

{Tendering Authority},

In response to the Tender/ **NIT: HC/SK/2021-22/17 Dated 16.04.2021** 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/blacklisted, Our firm has not been indulged in any previous procurement process 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:

Dated:

Place:

Sign of Bidder

with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE- 5: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the bidder}

To,

{Tendering Authority},

Reference : NIT: HC/SK/2021-22/17 Dated 16.04.2021

CERTIFICATE

This is to certify that, I/We hereby confirm that we have read the provisions of Bidding document and further confirm that our bid is strictly in conformity with the provisions of the bidding documents including its amendments/clarifications thereof, and I/We have not taken and deviation to any of the provision of the bidding document.

Further, 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 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:

Dated:

Place:

Sign of Bidder

with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE-6: DRAFT AGREEMENT FORMAT (On Non-Judicial Stamp)

{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 "First Party", 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 First Party has agreed with the RHC to supply to the Registrar General, Rajasthan High Court, Jodhpur, Rajasthan/complete the work through its various Offices as well as at its branch offices throughout Rajasthan, all those articles/work set forth in 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 First Party has deposited a sum of Rs. _____ in the form of: -

- a) Cash/ Bank Draft No./ Banker'sCheque/ 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 / KisanVikasPatras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RHC.

Now these Present witness:

- 1) In consideration of the payment to be made by the RHC through cheque/ DD/NEFT/RTGS at the rates set forth in the Work Order hereto appended the First Party will duly supply the said articles / complete the work 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 NO. _____ 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 first party 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 First Party shall duly supply the said articles / complete the work in the manner aforesaid observe and keep the said terms and conditions, the RHC will through cheque/ DD / NEFT/RTGS pay or cause to be paid to the First Party at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

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 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 completion of work prescribed period of the lot & completion of work	2.50%
II.	Delay exceeding one fourth but not exceeding half of the completion of workprescribedperiod of the lot & completion of work	5.00%
III.	Delay exceeding half but not exceeding three fourth of the completion of workprescribedperiod of the lot & completion of work	7.50%
IV.	Delay exceeding three fourth of the completion of work prescribed period of the lot, & completion of work	10.00%

Note

Dated:

Sign of Bidder

Place:

with Address Seal



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

- (a) 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.
- (b) The maximum amount of liquidated damages shall be 10% of the desired Lot.
- (c) *The percentage refers to the payment due for the associated milestone/lot.

If the First Party requires an extension of time in supply of desired article / completion of contractual work 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/Completion of work in on account of hindrances beyond the control of the bidder.

Services shall be provided by the First Party as per terms and conditions of the NIT and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the RHC and the decision of the RHC shall be final.

In witness whereof the parties here to have set their hands on the _____ day of _____ (Year).

Signature with Seal of the Approved
supplier/ bidder

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

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1

Dated:

Sign of Bidder

Place:

with Address Seal



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Annexure-7 RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD) **(Must be filled)**

Dear sir,

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

Bank Details

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

Communication Details

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

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

We have forwarded a soft copy of the above details to hc-rj@nic.in on date –

Yours faithfully,

(Signature & Name of auth. sign. with company/firm stamping)

Bank Confirmation

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

Bank's Stamp

Authorized Signatory _____ Date _____

Dated:

Sign of Bidder

Place:

with Address Seal



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ANNEXURE-8 FORM OF BID-SECURING DECLARATION
(On Rs. 50/- Non Judicial Stamp) (Must be filled)

To:

The Registrar General,
Rajasthan High Court, Jodhpur

Sub: **Selection of a Bidder for Supply of Asbestos cement pots and Plastic pots at Rajasthan High Court, Jodhpur**

NIT/Bid No. : **HC/SK/2021-22/17** Dated **16.04.2021**

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of BID in the following cases, namely :-

- When we withdraw or modify our bid after opening of bids;
- When we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- When we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- When we do not deposit the performance security within specified period after the supply/work order is placed; and
- If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules,

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid-Securing Declaration shall expire if

- we are not the successful Bidder;
- the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- Thirty days after the expiration of our Bid.
- The cancellation of the procurement process; or
- The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed:

Name.....

In the capacity of :.....

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal.....

[Note : In case of a Joint venture, the Bid securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

Dated:

Sign of Bidder

Place:

with Address Seal