RAJASTHAN HIGH COURT BENCH, JAIPUR

No. RHCB/STORE/2021-22/231

Date- 26.10.2021

Open Bid Notice for Rate Contract

Sealed Bids are invited for the supply of Stationery Items from the manufactures/authorized distributors/dealers alongwith samples of all items (for which rates quoted) in a sealed bag, for the Rajasthan High Court Bench, Jaipur. Rates will be effective from the date of approval letter or last date of the existing tender whichever is later.

S. No.	Name of Items	Approx. Cost Rs. (In lac)	Earnest Money	
1	Stationery Items	8.52 Lac	Bid declaration form	

Bid forms, with terms & conditions, can be downloaded from High Court Website - http://hcraj.nic.in and SPP Portal of Finance Department. A Demand Draft / Banker Cheque of Rs. 400/- in favor of Registrar (Admn.) Rajasthan High Court Bench, Jaipur should be enclosed for tender documents fees downloaded from above mentioned website.

Bids in a sealed envelope marked conspicuously "Bid for Stationery Items" should reach on or before 09.11.2021 by 11.30 A.M. The Bids will be opened on 10.11.2021 at 11.30 A.M., before Purchase Committee, in presence of interested bidders or their authorized representatives.

Registrar (Administration)

Bid form for:- Stationery Items Bid form fee: Rs. 400/-

RAJASTHAN HIGH COURT BENCH, JAIPUR BID - FORM

1.Bid for (Mention name of item / items)
3.Address to Registrar (Administration),
Rajasthan High Court Bench, Jaipur
4.Reference
5.The tender fee amounting to Rs. 400/- has been deposited vide DD No
datedor Bankers Chaque no dated is enclosed.
6. We agree to abide by all the conditions mentioned in Bid Notice No. RHCB/STORE/2021-22/
Dated
attached sheets (all the pages of which have been signed by us in token of our acceptance of the term
mentioned therein).
7. The rates for the supply of items and the quantity to be supplied noted against each are as under:

	Stationery Items			
Sr. No.	Name of Items with Brand	Unit	Approx Req. Qty.	Offered Price (Incl. Applicable Taxes) per unit
1	All Pin Pkt. 70 Gram (T-shape) (Globe Genuine) Co.	Per pkt	700	
2	All Pin / Clip Dispenser Pin-O-Clip	Per piece	200	
(i)	Premier Co.			
(ii)	Omega Co.	is the second se		
3	Basta yellow Without Cluf 90 x 90 CM	Per piece	6000	
4	BORAR (KOHINOOR Co.) Bodkins Square Wooden Handle without Eyed Pin	Per piece	250	
5	Brown Tape 2" 35mtr.	Per piece	400	4
(i)	Wonder Co.			
(ii)	Scotch Co.			
6	Cello Tape 2" 35mtr.	Per piece	160	
(i)	Wonder Co.			
(ii)	Scotch Co.			
7	Cello Tape 1" 35 meter	Per piece	300	
(i)	Wonder Co.			
(ii)	Scotch Co.			
8	Cello Tape ½" 35 meter	Per piece	220	
(i)	Wonder Co.			
(ii)	Scotch Co.			
9	Conference pad (Neel Gagan) 40 PAGES	Per piece	450	
10	Dustbin Veto - Plast - G no33 (small)	Per piece	100	
11	Dumper Pony AMCEE	Per piece	350	
12	Eraz-ex Correction Fluid Premium Range (Kores) 15ml.	Per piece	260	
13	Entry Pass With printing 60 GSM	Per piece	40000	
14	Envelops	Per piece		
(i)	9" x 4" Printed brown Star Craft 100 GSM		4000	
(ii)	11" x 5" Printed brown Star Craft 100 GSM		20000	
(iii)	18" x 12" Printed brown Star Craft 100 GSM		5000	
15	File Pad 28 ounce Size 10" x 14" (as per sample available in store)	Per piece	550	
16	File Flaps (as per sample available in store)	Per piece	9000	
17	File folder with pocket (plastic) F/s	Per piece	4500	
18	File cover on handmade paper 80kg inside lamination with printing	Per set (front and back)	10000	
19	File Kobra	Per piece	100	
20	Glue Stick 15 Gram (Kores) green	Per piece	500	
21	Highlighter Faber-Castle	Per piece	165	
22	Lesses Big size green 924 No. Green (Plastic Grip)	Per pkt	2000	
23	Marker Pen Permanent Refillable (Kores Co.)	Per piece	150	
24	Marker Pen (CD-DVD) (Camlin/Faber castell)	Per piece	100	

	Stationery Items			
25	Marker Pen Ink (15 ml.) (ARTLINE Co.)	Per piece	100	
26	Note book	Per piece		
(i)	Neelgagan No. 40		300	
(ii)	Short Hand		1500	
27	Order sheet (70 gsm) 34 x 43 c.m.	Per piece	70000	
28	Page Marker (PM31380S) Three color 25x76mm De'smat/Oddy (80 sheets)	Per pkt	3000	·
29	Pen (Eraze) Correction 7ml (White Ink Correction Pen Metal Tip) (Kores Co.)	Per piece	150	
30	Pen	Per piece		
(i)	Reynold 0.45/Rorito		500	
(ii)	Pilot V7 Hi-Techpoint Cartridge System		500	
(iii)	Cello freeflo gel ink roller pen		300	
(iv)	Add Gel (Achiever)		300	
31	Paper Cutter Handy small (Nataraj)	Per piece	400	
32	Pencil Nataraj HB Drawing (621 No.)	Per piece	200	
33	Pen Pot (Tumbler) Kebica Co. or equivalent	Per piece	50	
34	Plastic flag (Film Index) 45X12 mm or equivalent	Per piece	100	
35	Punching Machine	Per piece		
(i)	Small Kangaroo DP280		20	
(ii)	Big DP 500 Kangaroo		20	
(iii)	DP- 600 Kangaroo		30	
36	Refill	Per piece		
(i)	Reynold 0.45/Rorito		150	
(ii)	Cartridge of Pilot V7 Hi-Tech point		100	
(iii)	Add Gel (Achiever)		300	
37	Register	Per piece		
(i)	Register Ruled 200 pages (as per sample available in store)	-	1000	
(ii)	Register Dispatch No.8		30	
(iii)	Register Receipt No.8		30	
38	Sarbarak & Index 70gsm	Per piece	50000	
(i)	Staples pin	Per pkt		
(ii)	Kangaroo Small no.10		1000	
(iii)	Kangaroo Big 24/6-1M		400	
39	Slip Book	Per piece		
(i)	Slip Book Small (22No.) 70 sheet (18x22/12)	- or piece	400	
(ii)	Slip Book Big (33No.) (18x22/8)		200	
40	Stapler Kangaroo	Per piece	_00	
(i)	HP - 45	r er piece	10	
(ii)	HD - 45		150	
(iii)	HD - 10		200	
41	Stamp Pad Ink 30ml.	Per piece	100	
(i)	Ashoka	r er piece	100	
(ii)	Faber -Castell			
42	Stamp Pad	Dornicas		
	Ashoka/Faber -Castell/Kores/Camlin (Plastic)	Per piece		
	Medium size (110 mm X 70 mm) Big size (160 X 97 mm)		100	
43	Sticky Notepad (De'smat/Post -it)/Oddy (100 sheets 7.6 x 12.6	Doy ni	200	
	cm.)	Per piece	100	
44	U-Pin (Office clip) coated (50 pieces)	Per pkt	50	

^{8.} The rates quoted above are valid for one year w.e.f. date of approval letter or last date of the existing tender whichever is later. The period can be extended with mutual agreement consent as per rules.

^{9.}Bid declaration should be enclosed.

^{10.} GST Registration Certificate is submitted herewith.

^{11.} Declaration of manufacturer/Dealer etc., is also enclosed.

Bid Conditions for Stationery Items

निविदा—दाताओं को इन शर्तों को सावधानीपूर्वक पढ़ना चाहिये तथा अपनी निविदा भेजते समय इनका पूर्णरूपेण ध्यान रखते हुये प्रत्येक पृष्ठ पर हस्ताक्षर कर निविदा के साथ लौटावें।

- 1. निविदाऐं मुहर बंद लिफाफे में भेजी जानी है।
- 2. निविदा प्रपत्र के साथ जी.एस.टी. पंजीयन प्रमाण पत्र संलग्न होना चाहिए।
- 3. निविदा प्रपत्र स्याही वाले पैन द्वारा भरा जावे या टंकित होना चाहिये तथा दरें शब्दों एवं अंको, दोनों में बिना कांट—छांट स्पष्ट रूप में अंकित की जानी चाहिए। शब्दों एवं अंको में राशि में अन्तर होने पर शब्दों में अंकित राशि सही मानी जावेगी।
- 4. निविदादाता को निर्माता/अधिकृत विक्रेता/डीलर होने का प्रमाण पत्र संलग्न करना होगा।
- 5. दरें गन्तव्य स्थान राजस्थान उच्च न्यायालय पीठ, जयपुर तक एफ.ओ.आर. उदृत की जानी चाहिए। जिसमें सभी कर एवं लागते समाहित होनी चाहिये। संविदा की अवधि में राज्य सरकार/केन्द्र सरकार द्वारा करों में कमी अथवा वृद्धि की जाती है, तो दोनों पक्षों को मान्य होगीं।
- 6. सफल निविदादाता से दर-संविदा अवधि में अनुमोदित दर पर कभी भी खरीद की जा सकती है।
- 7. निविदायें खोली जाने की दिनांक से तीन माह तक निविदा की दरें स्वीकृत की जा सकेगी, उसके बाद निविदायें स्वतः ही निरस्त हो जावेगी।
- 8. निविदादाता अपनी स्वीकृत दरों के आईटम्स की सप्लाई के कार्य को अथवा उसके किसी सारवान भाग को किसी अन्य एजेन्सी को नहीं सौपेंगा। (सबलेट नहीं करेगा)
- 9. निविदा में मांगी गयी सामग्री का पूर्ण विवरण देना होगा।
- 10. यदि माल की आपूर्ति क्रेता अधिकारी की संतुष्टि के अनुसार नहीं की जाती हैं, तो निविदादाता को सुनवाई का एक उचित अवसर देने के बाद क्रेता अधिकारी निविदा/संविदा को किसी भी समय निरस्त कर सकता है।
- 11. निविदादाता या उसके प्रतिनिधि की ओर से प्रत्यक्ष या अप्रत्यक्ष रूप से अपना पक्ष समर्थन कराना एक प्रकार की अनर्हता होगी।
- 12. क्रयादेश जारी किये जाने के बाद माल की आपूर्ति निर्धारित समयावधि में की जानी होगी।
- 13. यदि क्रेता अधिकारी किन्हीं निविदत्त वस्तुओं की खरीद नहीं करता है तो निविदादाता किसी क्षतिपूर्ति का दावा करने का अधिकारी नहीं होगा।
- 14. जिस निविदादाता की निविदा स्वीकार की जावेगी उसे 2.5 प्रतिशत सिक्यूरिटी एफडीआर के रूप में, जो रजिस्ट्रार (प्रशासन) के पक्ष में देय हो, जमा करानी होगी।
- 15. यदि निविदादाता निविदा खोलने के बाद किन्तु निविदा स्वीकार करने से पहले प्रस्ताव को वापिस लेता है, या रूपान्तरण करता है या विदित समय में करार निष्पादित नहीं करता है या निविदा स्वीकार करने के बाद सिक्यूरिटी राशि जमा नहीं कराता है या आदेशित सामग्री की आपूर्तिप्रदान करनें में विफल रहता है तो बोली प्रतिभूति घोषणा पत्र अनुसार राशि वसूल की जायेगी।
- 16. क्रेता अधिकारी को बिना कारण बताये निविदा को किसी भी स्तर पर निरस्त करने का अधिकार होगा।
- 17. सशर्त निविदा निरस्त योग्य होगी।
- 18. क्रयादेश की निर्धारित अवधि में सामग्री प्रदान नहीं करने पर शास्ति (लिक्वीडिट डेमेज) निम्न प्रकार वसूली योग्य होगी:
 - i.विदित सुपुर्दगी अवधि की एक चौथाई अवधि के विलम्ब के लिये क्रयादेश की राशि का 2.5 प्रतिशत।
 - ii.विदित सुपुर्दगी अवधि की एक चौथाई अवधि से अधिक किन्तु आधी अवधि तक के विलम्ब के लिये क्रयादेश राशि का पाँच प्रतिशत।

- iii.विदित सुपुर्दगी अवधि की आधी अवधि से अधिक किन्तु तीन चौथाई अवधि तक के विलम्ब के लिये क्रयादेश का साढे सात प्रतिशत।
- iv.विदित सुपुर्दगी अवधि की तीन चौथाई से अधिक अवधि के विलम्ब के लिये क्रयादेश राशि का दस प्रतिशत।
- 19. प्रावधान में विलम्ब की अवधि की गणना के लिये आधे दिन से कम भाग को छोड़ दिया जावेगा एवं शास्ति की अधिकतम राशि दस प्रतिशत होगी।
- 20. क्रय समिति को निविदा वस्तुओं की गुणवत्ता एवं लागत के आधार पर निर्णित करने का पूर्ण अधिकार होगा। क्रय समिति नियमानुसार निविदादाताओं कों निगोसियेशन के लिये आमंत्रित कर सकती है। इसके बावजूद भी दरें अनुकूल नहीं पाये जाने पर अथवा सामग्री वांछित गुणवत्ता की न होने पर निविदा निरस्त की जा सकती है।
- 21. क्रय समिति को पूर्ण अथवा आंशिक निविदा स्वीकार करने अथवा अस्वीकार करने का पूर्ण अधिकार होगा।
- 22. निविदा के साथ निविदादाता से नियमानुसार बोली प्रतिभूति के स्थान पर बोली प्रतिभूति घोषणा पत्र लिया जावेगा।
- 23. क्रय समिति आवश्यकतानुसार क्रय कर सकती है। जिन फर्मों की निविदा स्वीकार की जाएगी, उन्हें मांग के अनुसार आईटम्स की सप्लाई कार्यालय द्वारा निर्धारित अवधि के भीतर करनी होगी। माल की सप्लाई आदेशानुसार या समय पर नहीं होने पर फर्म के विरुद्ध नियमानुसार कार्यवाही की जाएगी तथा कार्यालय को होने वाली वित्तीय क्षति का उत्तरदायित्व सम्बन्धित फर्म का होगा।
- 24. अनुबंधकर्ता द्वारा प्रस्तुत किसी भी प्रमाण पत्र में त्रुटि पाये जाने पर नियमानुसार विधिक कार्यवाही की जावेगी।
- 25. सभी Items की दरें उचित मानक इकाई में 'कोट' की जानी चाहिए यथा प्रति पैकेट, प्रति नग प्रति हजार आदि।
- 26. किसी भी विवाद की स्थिति में रिजस्ट्रार (प्रशासन) का निर्णय अंतिम व मान्य होगा।
- 27. निर्धारित तिथि के बाद प्राप्त निविदाओं पर कोई विचार नहीं किया जायेगा।
- 28. उपर्युक्त शर्तों के अतिरिक्त सामान्य वित्त एवं लेखा नियम एवं राजस्थान लोक उपापन में पारदर्शिता नियम में उल्लेखित प्रावधान यथा स्थान लागू रहेंगे।
- 29. पारस्परिक सहमित से अनुबंध की अविध इन्हीं दरों एवे शर्तों पर आगामी एक वर्ष के लिए और बढ़ाई जा सकेगी।

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.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. 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 a bidding 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.

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Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the Second Appellate Authority is Registros (nevere The designation and address of the First Appellate Authority is Regustron Administration

(1) Filing an appeal

grounds on which he feels aggrieved: decision or action, omission, as the case may be, clearly giving the specific ground or specified in the Bidding Document within a period of ten days from the date of such Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as the Procuring Entity is in contravention to the provisions of the Act or the Rules or the If any Bidder or prospective bidder is aggrieved that any decision, action or omission of

by a Bidder who has participated in procurement proceedings: Provided that after the declaration of a Bidder as successful the appeal may be filed only

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.

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

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following

- (a) determination of need of procurement;
- 9 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.
- verifying the facts stated in the appeal and proof of payment of fee. Every appeal shall be accompanied by an order appealed against, if any, affidavit

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second 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 First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1 [See rule 83]

	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012
	Appeal No
	(ii) Official address, if any:
	(iii) Residential address:
3	 Name and address of the respondent(s): (i) (iii) Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), 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
5	of the representative: Number of affidavits and documents enclosed with the appeal:
6.	Grounds of appeal:
	affidavit) 7. Prayer:
	,
	Place
	Date

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. 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;
- ii. 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
- iii. 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 (i) and (ii) 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

- (i) At the time of award of contract, the quantity of Goods, works or services 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.
- (ii) 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.
- (iii) 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 be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier 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 (In case of procurement of Goods)

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, in such cases, the quantity may be divided between the Bidder, 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.