



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in



Bids for Printing & Supply of 1500 number of Souvenir Book at Rajasthan High Court Jodhpur

**For any query please contact on 0291-2888385 during office
hours**

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

S.No.	Particulars	Page No.
1	Abbreviations & Definations	3
2	Invitation of Notice Inviting Tender (NIT)	4 - 5
3	General Information's, instructions, Terms and conditions for bidders	6 – 9
4	Annexure–A “Compliance with the code of integrity and No Conflict of Interest	10
5	Annexure –B “Declaration regarding Qualification”	11
6	Annexure –C “Grievance Redressal during procurement process”	12 – 14
7	Annexure –D “Additional Condition of Contract”	15
8	Annexure –1 Technical Specification for Creation/Designing & Printing of Souvenir Book	16
9	Annexure-2 Price BID (BoQ) (on e-Proc website):	17
10	Annexure-3 Format of the Covering Letter	18
11	Annexure-4 Tender Form	19
12	Annexure-5 Forwarding letter/self declaration form	20
13	Annexure-6 Self Declaration (No Black Listing)	21
14	Annexure-7 Contract Form (Agreement Form)	22
15	Annexure-8 Performance Security	23
16	Annexure-9 Performance Security Declaration	24
17	Annexure-10 Financial Bid Undertaking	25
18	Annexrue-11 RTGS Details of Bidder	26



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ABBREVIATIONS & DEFINITIONS

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



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Notice Inviting Tender

NIT No: HC/SK/Procurement/2024-25/30

Dated : 16.07.2024

Bids for Printing & Supply of 1500 number of Souvenir Book at Rajasthan High Court Jodhpur estimated value INR 18,00,000/- are invited from interested bidders upto 29.07.2024. Other particular of bid may be visited on the procurement portal (<https://eproc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in>) of the state and <https://hcraj.nic.in/hcraj/tender.php>.

UBN No.

By order,


Registrar (Classification)
Rajasthan High Court, Jodhpur

UBN is: RHC2425GLOB00007



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RAJASTHAN HIGH COURT, JODHPUR NOTICE INVITING TENDER

NIT No: HC/SK/Procurement/2024-25/30

Dated : 16.07.2024

Rajasthan High Court, Jodhpur invites bidding for Printing & Supply of 1500 number of Souvenir Book at Rajasthan High Court Jodhpur. Notice Inviting Tender (NIT) is invited from eligible public/private sector/agencies/firms. All details related to this NIT can be viewed and downloaded from websites: <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> & <http://hcraj.nic.in>. Proposals should be submitted online in electronic format on the website: <http://eproc.rajasthan.gov.in>.

Cost of Tender Document (non-refundable) (in Favour of Registrar General, Rajasthan High Court, Jodhpur)	Rs. 1000/- (Rupees One Thousand Only)
e-Tender Processing fees (non-refundable) (in Favour of MD, RISL, Jaipur)	Rs. 500/- (Rupees Five Hundred Only)
Estimated Project Cost	Rs. 18,00,000/- (Rupees Eighteen Lakh only)
Earnest Money Deposit (EMD)	2% of tender value i.e. Rs.36,000/-
Publishing Date/Time	19.07.2024 AT 10:00 A.M.
NIT Download Start Date/Time	19.07.2024 AT 10:30 A.M.
Bid Submission Start Date/Time	19.07.2024 AT 11:00 A.M.
Pre-Bid Meeting Date, Time & Venue	22.07.2024 AT 11:30 A.M. In the Chamber of Registrar(Class.), Rajasthan High Court, Jodhpur
NIT Download End Date/Time	29.07.2024 AT 04:30 P.M.
Online Bid (Techno-commercial and Financial) Submission Closing Date and Time	29.07.2024 AT 05:00 P.M.
Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee	30.07.2024 AT 11:30 A.M.
Bid (Techno-commercial) opening Date and Time	30.07.2024 AT 01:00 P.M.
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified Bidders

Note: (1) Bid Validity is 180 Days from the last date of bid submission.

- (2) In case, any of the bidders fail to physically submit the Banker's Cheque/Demand Draft for Tender Fee, EMD, RISL Processing Fee and tender documents up to last date and time, its Bid shall not be accepted.

By Order,


Registrar (Classification)
Rajasthan High Court, Jodhpur

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GENERAL INFORMATION, INSTRUCTION & TERMS AND CONDITIONS FOR BIDDERS

A. NAME OF THE AUTHORITY INVITING TENDER

Registrar General, Rajasthan High Court, Jodhpur, (Rajasthan) – 342013
Phone: 0291-2888500-504 Fax - 2888080, Mail: hc-rj@nic.in, <http://www.hcraj.nic.in>

B. ELIGIBILITY CRITERIA :

- (a) Turnover of Firm in last three financial years (Total) should be more than Rs. 50 Lakh, for this purpose the bidder should enclosed CA's Certificate.
- (b) Firm should be profitable and submit the Financial Statement alongwith CA's Certificate of last three financial years.
- (c) Firm should be having an experience of 5 years in the field of in Banks/PSU/Corporate or similar body. Proof (i.e. work order/completion certification/Invoices) for each year of the same should be submitted.
- (d) Firm should submit an Experience Certificate/Work order should be submitted as under:-
 - One work order / Experience Certificate of value equal or more 80% of the tender value or any other proof
 - Two work orders / Experience Certificates each of value equal or more 50% of the tender value or any other proof
 - Three work orders / Experience Certificates each of value equal or more 40% of the tender value or any other proof
- (e) Firm should have PAN, GST/ Service Tax registration. Firm should have registration of incorporation.
- (f) No Third Party Support or sub letting of the Services will be allowed.
- (g) The quoted price should include GST and all other taxes.
- (h) TDS, if applicable, will be deducted as per Income Tax Rules.
- (i) The bidder should have complete at least one order for publishing of Souvenir Book to be eligible for the tendering process and should produce the work completion certificate for the same.
- (j) The work is required to be done with precision and high quality is to be maintained.
- (k) Any extra job(s), if required to be executed for due completion of the work are to be attended to by the contractor and the rates for such job(s) will be decided on mutual negotiations. However, the final rates for such items fixed by the RHC would be binding on the contractor.
- (l) The RHC decision in any of the matter(s) is final and binding.

C. SCOPE OF WORK AND SERVICES:

The Rajasthan High Court has decided to publish Souvenir Books showcasing on occasion of Platinum Jubilee of High Court, The scope of work is on the basis of turnkey project and deliverables will include: -

- a) Conceptualization, Designing, Layout, Photo-development, Text Content development, Illustrations, Editing and Printing of Souvenir Book as per the details in the Tender document.
- b) Photo research, photography, photo-sourcing, photo-selection and photo-correction.
- c) Text-content development and its editing & copy writing for the project.
- d) Delivery of soft copies in COREL DRAW or IN-DESIGN.
- e) Delivery of all copies of Souvenir Book at Rajasthan High Court, Jodhpur.
- f) Downloadable version of the Souvenir Book

Note: The aspect of creativity, innovation and high standard of work will be considered for selection. The capacity to complete the job within the given time frame and with desired quality will also be considered.

D. Pre-Bid/Proposal Conference:

- (a) All pre BID queries have to be submitted in writing to Registrar General, Rajasthan High Court, Jodhpur on or before 22.07.2024 at 11:30 A.M. in the format given below on the letter head of the company.

Sr No	Page No	Clause /Point No.	Subject Clarification Sought	Remarks (if any)

- (b) Interested tenderer may choose to attend pre-bid meeting at their own cost and attended through Video Conferencing.No queries will be entertained after this allotted time frame. As a result of the discussion in the pre-bid meeting, if it is considered necessary to modify the technical specifications or any tender conditions, the same shall be carried out.
- (c) The Authority shall endeavor to clarify such issues during the discussions. However, at any time prior to the date for submission of NIT, RHC, Jodhpur may, for any reason, whether at its own initiative or in response to the discussions/ clarifications, modify the NIT document by issuance of addenda(s)
- (d) **It is mandatory to submit the tender document fees of Rs 1000/- (In word OneThousands rupees only) in the form of Demand Draft/Cash/Banker Cheque in favour of "Registrar General, Rajasthan High Court" payable at Jodhpur to participate in Pre-bid meeting.**

E. PAYMENT TERMS:

Payment will be made on production of pre-receipted bills after due verification /inspection and acceptance of services through Rajasthan High Court , Jodhpur.



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F. DECLARATIONS:

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

- 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.

G. BID SECURITY/EARNEST MONEY DEPOSIT(EMD)/PERFORMANCE SECURITY DEPOSIT(PSD)

- (a) Bid Security/EMD amount will be 2% of estimated cost of NIT in favour of Registrar General, Rajasthan High Court, Jodhpur. The tender without EMD shall be rejected.
- (b) The tenderer shall pay a Performance Security Deposit of 5% of the total value of work order, on which no interest will be paid. This Security Deposit will be deposited within 15 days of the issue of the purchase order as per Rajasthan Transparency in Public Procurement Act, 2012 and Rules of 2013.
- (c) 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.
- (d) If a tender form is found to be without the earnest money, the undersigned shall have the right to reject it without assigning any reason.
- (e) Notice will be given to the tenderer giving reasonable time before forfeiting the deposited security deposit.
- (f) The Earnest money equal to 2% of tender value shall be forfeited without prejudice to any other rights or remedies, in the following circumstances.
 - i. If the tenderer withdraws his tender during the tender validity period or makes modifications as specified in the tender document.
 - ii. If the successful tenderer fails to sign the contract in accordance with the terms and conditions of the contract.

H. 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).

I. DOCUMENTS COMPRISING THE BID-

- a. A two stage-Two envelope/ cover system shall be followed for the bid:
 - I. Technical bid
 - II. Financial bid
- b. Online Bids submitted in TWO Envelopes as Follows:

Envelope-1(Following documents to be provided as single PDF file)			
Sr.	Documents	Content	File Types
1.	EMD & Fee	The scanned copy of EMD and Fee instruments	.PDF
2.	Eligibility Criteria	The requirements as mentioned in the NIT, With complete BID document duly seal & signed and the required documents and Annexures	.PDF
3.	Technical Bid with Compliance Statement	The certified copies of documents as per Annex. -1	.PDF
Envelope-2(Following documents to be provided as single PDF file)			
1.	Financial Bid (BOQ)	Gross Total Value Financial bid as per Annexure – 2	.XLS

Note : Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price bid needs to be submitted only on e-procurement website as per the BoQ template.

J. EVALUATION CRITERIA:-

Eligible NITs shall be evaluated on the basis of evaluation criteria. Proof of eligibility of all applicants shall be examined to confirm if the eligibility criteria is met. The bidder who fails to meet one or more of the stipulated eligibility criteria shall be declared as “ineligible/non-responsive”.

K. 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.

L. MODIFICATION/WITHDRAWAL OF THE PROPOSAL:

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

M. FORCE MAJEURE:

VENDOR/CONTRACTOR shall not be liable or deemed to be in default for any delay or failure in performance stated herein under resulting directly or indirectly from causes beyond its reasonable control and if VENDOR/CONTRACTOR is prevented from performing its function under the instrument for a period longer than six months, VENDOR/CONTRACTOR's liability ceases under this contract and then both the parties shall discuss the course of action to be taken afterwards.



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N. LIQUIDATED DAMAGES

- (a) Except as provided under Force Majeure and Extension of Time without liquidated damages, if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of goods which the Supplier has failed to supply as per **Rule 58 of GF&AR (Part II)**:

#	Condition	LD %
a.	Delay up to one fourth period of the prescribed delivery period	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5 %
d.	Delay exceeding three fourth of the prescribed delivery period.	10.0 %

Note: Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated if it is less than half a day.

- (b) Whenever any claim against the Supplier for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Performance Security and/or Security Deposit, Security Deposit at the time of enlistment of the Supplier if applicable. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Supplier, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Department on demand the balance remaining dues. The Department shall, further, have the right to affect such recoveries under Public Demands Recovery Act and/ or as arrears of land revenue as per provisions of the Section 53 of the RTPP Act.

O. Procuring Entity's right to vary quantity

Procuring Entity's right to vary quantity would be as per Rules 73 (1) and (3) of RTPP Rules.

P. No commitment of Quantity

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.

Q. Copyright

All photographs taken, data and information collected, samples submitted, study material, write ups and Souvenir Book soft copy so developed, shall be the property of the Rajasthan High Court. Successful bidder shall also submit edited high-resolution photographs in soft format to Rajasthan High Court.

R. Delivery of Work

- (a) Successful Bidder is supposed to deliver a dummy book of the proposed Souvenir Book within 15 days from the day of award of work and delivery of total copies of Souvenir Book should be made within 15 days after the final approval is given for the same.
- (b) The Bidder shall ensure that all the required quantities of the ordered all items are supplied and delivered to the desired location as per the schedule given below:

Identification Lot	Quantity to be Delivered (in %age)	Delivery Schedule in Calendar Days
Lot-1	100%	As per mention at Point (a)

- (c) All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Site, the cartons will be opened only in the presence of concerned authorized officer and Vendor's representative and the intact position of the Seal for not being tampered with shall form the basis for receipt in good condition.
- (d) Vendor must apply to the respective authority for issue of road permit /waybill in time.
- (e) Delays on account of getting relevant permits shall not make Vendors' eligible for waiver of penalties.
- (f) Though the Rajasthan High Court will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the Vendor to deliver the goods in time.

S. CHANGE OF OWNERSHIP:

The obligation of VENDOR/CONTRACTOR under this contract shall cease forthwith in case of change of ownership.

T. GENERAL PROVISIONS:

This agreement shall supersede all previous communications, both oral and written and the provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both parties hereof.



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U. ARBITRATION CLAUSE:

In case of any dispute, following arbitration clause will apply:-

Any question, dispute or difference arising under the contract, shall be referred to High Court of Rajasthan for appointment of Arbitrator. The awards of the arbitrator shall be final and will be binding on the parties of this contract.

The arbitrator shall be entitled to extend the time of arbitration and award by consent of the parties from time to time. The venue of the arbitration shall be High Court of Rajasthan, Jodhpur and the expenses of arbitration will be discretion of the arbitrator. Subject as aforesaid, the Arbitration Act 1996 and the rules there under, any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this condition.

V. OTHER TERMS & CONDITIONS

- (a) The Bidder must quote rates per unit in numbers and words. The total value / amount should also be indicated.
- (b) The number of items / equipments may be increased / decreased at the time of award of final contract by the office.
- (c) RHC reserves the right to accept or reject the tender without assigning any reasons.
- (d) The contractor must have Service Tax Registration Number/GST.
- (e) The Vendor/Contractor will not sub-contract or permit any other personnel than the Vendor's/Contractor's personnel to perform any work, service or other activities required by RHC, JODHPUR/JAIPUR without the prior written consent of the RHC, JODHPUR.
- (f) Tenders received after closing date & time shall be rejected.
- (g) No correspondence/Discussion/visits will be entertained on the subject unless specifically called by this office after opening of tender for technical discussion / price negotiations.
- (h) Corrections, if any, in the documents submitted should be duly authenticated with full signature of the authorized signatory, failing which such Bids are liable to be rejected.
- (i) In the event of default in supply, the authority reserves the right to cancel the order and to claim damages from the successful bidder, and also reserves the right to award the contract to another vendor at the cost and risk of the successful bidder.
- (j) The technical bid should not contain any indication of the price. In case any indication of the price quoted is included in the Technical Bid, such bids shall be rejected. No correspondence will be entertained in this regard.
- (k) All material, art work used in printing of Souvenir Book will be the property of the Rajasthan High Court and will have sole rights for its use in future. Content shared online must be copyright protected.
- (l) The Bidders shall provide all the necessary documents, samples (paper & other material) and reference information as desired by the Committee.
- (m) The cost indicated in the Financial Bid shall be treated as final and reflecting all inclusive total number of Souvenir Books printed and delivered.
- (n) The bidder shall also submit one sample Souvenir Book for reference with bid.
- (o) Successful bidder should provided sample of paper & printing as per specification mentioned in Annexure-1.
- (p) The sample of bidder are accepted and approved by Rajasthan High Court, bidder will be declared responsive & those sample are rejected by Rajasthan High Court will be declared non-responsive.
- (q) After award of contract to successful bidder, if the bidder fails to supply the Souvenir Book, PSD will be forfeited and Souvenir Book, may be prepared from other source and difference shall be borne by the successful bidder.

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



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

Any person participating in a procurement process shall -

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

Conflict of Interest :-

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

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

- (a) 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.



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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:



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 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.



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

(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.



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 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)

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:-

.....
.....(Support ed 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.



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE-1

Technical Specification cum Compliance for Creation /Designing & Printing of Souvenir Book

Particular	Details	Compliance (Y/N)	Remarks/ Deviation
Quantity	1500 Copies		
Shape	Rectangular		
Size	08.9 x 11.9 inch		
Cover	Hard bound with Jacket (Multicolor printed)		
Inner Leafs	170 GSM Art Paper with Thermal Matt Lamination		
Pages	400 Nos. + 4 Nos. (Both Side)		
Printing	Multicolor		
Paper	Imported Matte		
Binding	Hard Case Binding		
Logo/emblem/Title	One Gold foil on Printed Laminated Case (PLC) & Jacket		



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE-2: PRICE BID(BoQ) (on e-Proc website):

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: Registrar General, Rajasthan High Court, Jodhpur

Name of Work: Bids for Printing & Supply of 1500 number of Souvenir Book at Rajasthan High Court Jodhpur

Contract No: NIT No: HC/SK/PROCUREMENT/2024-25/30 Dated : 16.07.2024

Name of the Bidder/ Bidding Firm / Company :

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)

	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Amount in Rs. P	RATE In Figures To be entered by the Bidder Rs. P (incl. all taxes)	TOTAL AMOUNT With all Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Printing & Supply of Souvenir Book at Rajasthan High Court Jodhpur (As per Annexure -1)						
1.01	Cover Hard bound with Jacket with Multicolour Cover printed	1.000	Nos			0.00	INR Zero Only
1.02	Per Page with Both Side Printing (As mentioned in NIT)	1.000	Nos			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 the given format on e-procurement portal with financial bid.



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 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 Printing & Supply of 1500 number of Souvenir Book at Rajasthan High Court Jodhpur

Please find enclosed one original copies of documents in response to the issuance of NIT by RHC for Selection of a Bidder for Printing & Supply of 1500 number of Souvenir Book 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)



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE - 4 “TENDER FORM”

TENDER FORM FOR PRINTING & SUPPLY OF 1500 NUMBER OF SOUVENIR BOOK AT RAJASTHAN HIGH COURT JODHPUR

NIT NO: HC/SK/PROCUREMENT/2024-25/30

DATED : 16.07.2024

Addressed to :

Name of the Tendering Authority	Registrar General
Address	Rajasthan High Court, High Court Campus, Jodhpur, (Rajasthan) – 342001
Telephone	0291-2888500-504
Tele Fax	0291-2888080
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	

- c. The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. _____ dated _____.
- d. The requisite RISL processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/ BC _____ dated _____.
- e. The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- f. We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____
Authorized Signatory: _____



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE - 5

FORWARDING LETTER / SELF DECLARATION FORM

(To be submitted on Bidder's letter head)

To

The Registrar General,
Rajasthan High Court ,
Jodhpur (Rajasthan)

Sub: Your NIT No: HC/SK/PROCUREMENT/2024-25/30

Dated : 16.07.2024

Sir,

This is with reference to your above mentioned tender for Printing & Supply of 1500 number of Souvenir Book at Rajasthan High Court, Jodhpur. Having examined the terms and conditions in the tender document, I/we hereby submit our proposal along with the necessary documents for contract. // *We hereby* declare that our company is having unblemished past record and was not under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Government/PSU in the country of India.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that Rajasthan High Court reserves the right to consider / reject any or all bids without assigning any reason thereof.

Date:
Place:

Authorized Signatory:
Name:
Designation:
Phone: Company Seal
Email:



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE-6: SELF-DECLARATION – NO BLACKLISTING {to be filled by the bidder on Non Judicial Stamp of Rs.100/-}

To,

{Tendering Authority},

_____ ,

_____ ,

In response to the Tender Sub: Your NIT No: HC/SK/PROCUREMENT/2024-25/30
Dated : 16.07.2024 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 blacklisted/ ineligible for corrupt & fraudulent practices either Our firm has not
been indulged in corrupt & fraudulent practices in any previous procurement process for a
particular period of time by any State/ Central government/ PSU/ UT.

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE-7: Contract Forms (Agreement Form)

(To be executed on a non-judicial stamp paper)

An agreement made this _____ day of _____ between _____ (hereinafter called "the Supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/ **[name of the Procuring Entity if other than a department of the State Government]** (hereinafter called "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Goods and related services, viz., _____ and has accepted a Bid submitted by the Supplier for the supply of those Goods and related services for the sum of _____ **[amount in figures and words]** (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. The Procuring Entity's Notification to the Supplier of Award of Contract;
- b. The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;
- c. The Conditions of Contract;
- d. The Schedule of Supply;
- e. Instructions to Bidders;
- f. The Notice Inviting Bids;

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Signature of the Approved
supplier/ bidder

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

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.2



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE - 8: Performance Security

(To be given by a Scheduled Bank in India) (To be executed on a non-judicial stamp)

..... **[Bank's Name, and Address of Issuing Branch or Office]**

Beneficiary: **[Name and Address of Procuring Entity]**

Date:.....

Performance Guarantee No.:.....

We have been informed that **[name of the Supplier]**..... (hereinafter called "the Supplier") has entered into Contract No. **[reference number of the Contract]** dated with you, for the supply of **[name of contract and brief description of the Goods]** (here in after called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we **[name of the Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of INR* **[amount in figures]** (INR..... **[amount in words]**.....) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of , **; and any demand for payment under it must be received by us at this office on or before that date.

Seal of Bank and Authorized Signature(s)

*** The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract**

**** Insert the date sixty days after the expected completion date, including period of Warranty/ Guarantee and maintenance period, if any.**

[Notes: 1. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.]



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE – 9 : Performance Security Declaration

(To be executed on a non-judicial stamp)

Date: _____ [insert date (as day, month and year)]

Contract Name and No.: _____ [insert name and number of Contract]

To: _____ [insert Designation and complete address of Procuring Entity]

We, the undersigned, declare that we are a *(Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.)*:

- (i) Departments/Boards of the State Government or Central Government; or*
(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

We understand that we are eligible for submission of a Performance Securing Declaration in lieu of Performance Security under Rule 75 (1) of RTPP Rules, 2013

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the contract for _____ [insert name of subject matter of procurement]

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of _____ [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed] starting on the date that we receive a notification from you, the _____ [Designation of the Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____ [insert signature of person whose name and capacity are shown]

In the capacity of: _____ [insert legal capacity of person signing the Performance Security Declaration]

Name: _____ [insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____ [insert complete name and

address of the Bidder]

Dated on _____ day of _____ [insert date of signing]

Corporate Seal _____



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE – 10: FINANCIAL BID UNDERTAKING {on bidders letterhead in technical bid}

To,
Registrar General,
Rajasthan High Court,
Jodhpur

Reference:– **NIT No. HC/SK/PROCUREMENT/2024-25/30** Dated 16.07.2024

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 **Form Fin-1 Price Schedule for Supply**.

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

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

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

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

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

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

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

Date:

Authorized Signatory
Name:
Designation:



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE- 11
RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)
(Must be filled)

Dear sir,

We hereby confirm that we are willing to opt for payment to be received through RTGS/ NEFT. The bank details duly 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 furnished above bank details are correct as per our records.

Bank's Stamp

Authorized Signatory _____
Date _____