

राजस्थान उच्च न्यायालय, जोधपुर

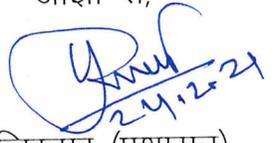
निविदा सूचना

क्रमांक: एचसी/एसके/2020-21/681

दिनांक : 24.02.2021

राजस्थान उच्च न्यायालय एवं Court Complexes के उपयोगार्थ 99 Nos. Web Camera and 15 Nos. Scanners (as per approved specifications by office) की खरीद उत्पादक/अधिकृत विक्रेता/डीलर/स्टॉकिस्ट से करने हेतु मुहरबन्द निविदाएं दिनांक 05.03.2021 दोपहर 02.00 बजे तक आमंत्रित की जाती हैं। निविदा का विस्तृत विवरण एवं शर्तें <http://www.hcraj.nic.in> एवं <http://sppp.rajasthan.gov.in> की वेबसाइट पर देखी जा सकेगी। (निविदा का अनुमानित मूल्य रूपये 6,40,000/-)

आज्ञा से,


24.2.21
रजिस्ट्रार (प्रशासन)

UBN is: RHC2021GSOB00035

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]aij[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	RHC2021A0035
NIB Reference no	681
NIB Publish Date	24/02/2021
NIB Published Bids	1 / 1
NIB Document	 Size 427.45 KB [English n हिन्दी]
NIB Financial Year	2020 - 2021

Bid Details:	
UBN	RHC2021GSOB00035
Bid Title	NIT for supply of 99 Nos. Web Camera and 15 Nos. Scanners (as per approved specifications by office) at Subordinate Court of Rajasthan as list enclosed in tender
Bid Type	Goods
Bid Sub Type	IT Hardware_Computer - Laptops
Bid Pattern	Open Competitive Bidding
Bid Amount	₹640000.00
Bid Required in Cover(s)	1
Bid Document	 Size 20.61 MB [English n हिन्दी]
First Appeal Hearing Authority	Registrar Administration
Second Appeal Hearing Authority	Registrar General
Critical Dates:	
Bid Uploaded Date	24/02/2021
Bid Publish Date	24/02/2021
Bid Submission End Date	05/03/2021
Bid Open Date	05/03/2021

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कार्यालय: राजस्थान उच्च न्यायालय, जोधपुरPhone No. 0291-2888500-04, 2888385 (Store) Fax No. 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in**(99 Nos. Web Camera and 15 Nos. Scanners (as per approved specifications by office) की खरीद हेतु निविदा प्रपत्र)**

- निविदा प्रस्तुत करने वाली :
फर्म का नाम, पता व
दुरभाष नम्बर
- निविदा सूचना क्रमांक : एचसी/एसके/2020-21/681 दिनांक : 24.02.2021
- निविदा शुल्क रुपये 200/-: जरिये रसीद संख्या/DD No. _____ दिनांक _____
- निविदा में वर्णित अनुसार हमारी फर्म द्वारा निम्नानुसार सामग्री बाबत दरें प्रस्तुत की जा रही हैं:-

S.No.	Item	Required Qty	@ Rs. Quoted Price (incl. all taxes) Per unit
1	External Usb Logitech Web Camera (As Per Detailed Specification attached with Tender form) with 05 Years on site Comprehensive Warranty	99 Nos.	
2	Flatbed Scanner with ADF (As Per Detailed Specification attached with Tender form) with 05 Years on site Comprehensive Warranty	15 Nos.	

- हमारी फर्म आपके कार्यालय द्वारा दिये गये सप्लाई आदेश में वर्णित अनुसार निश्चित तिथि तक वांछित मापदण्ड के सम्बन्धित External Usb Logitech Web Camera/Flatbed Scanner with ADF (as per approved specifications by office) अथवा दोनों की सप्लाई किये जाने हेतु बाध्य रहेगी।
- हमारी फर्म उपरोक्त वर्णित वस्तु की उत्पादक/अधिकृत विक्रेता/डीलर/स्टॉकिस्ट है तथा इससे सम्बन्धित प्रमाण पत्र हमारे द्वारा निविदा के संलग्न कर दिया गया है।
- हमारी फर्म द्वारा अमानत राशि सम्बन्धी घोषणा पत्र (**Declaration**) संलग्न है।
- हमारी फर्म उपरोक्त सामग्री सप्लाई करने के लिये अधिकृत है व बिक्री विभाग में पंजीकृत है। हमारी फर्म के GSTIN No. _____ एवं PAN No. _____ है।
- हमारी फर्म द्वारा निविदा प्रपत्र के संलग्न सभी प्रपत्रों एवं अन्य वांछित दस्तावेज हस्ताक्षर मय सील निविदा प्रपत्र के संलग्न प्रस्तुत कर दिये गये हैं।
- हमारी फर्म इस निविदा में दर्शाई गई समस्त शर्तों का पालने करने के लिये सहमत है तथा इसकी सहमति में हमने संलग्न (नियम एवं शर्त सहित) प्रत्येक पृष्ठ पर हस्ताक्षर मय मोहर, कर दिये हैं।

दिनांक :

हस्ताक्षर निविदादाता

स्थान :

मय पता सील मोहर

नोट: निविदा प्रपत्र पूर्ण रूप से साफ सुथरें अक्षरों में भरकर दिनांक 05.03.2021 को दोपहर 02.00 बजे तक कार्यालय में पहुँच जाना चाहियें।

राजस्थान उच्च न्यायालय, जोधपुर

:: Licenses of Cisco Webex (as per Tender Specification) क्रय करने हेतु की गई
निविदा एवं अनुबन्ध की शर्तें ::

A. निविदा जारी करने वाले का नाम एवं निविदा का विवरण

1. रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर (राज०), फोन: . 0291-2888500-04, 0291-2888385(स्टोर अनुभाग) फैक्स: 0291-2888080, ईमेल - hc-rj@nic.in
2. निविदा प्रपत्र दिनांक 05.03.2021 दोपहर 12.00 बजे तक निर्धारित शुल्क देकर मुख्य रोकडपाल से प्राप्त किया जा सकता है अथवा कार्यालय की वेबसाइट से डाउनलोड किया जा सकता है। उक्त मोहरबंद निविदाएँ पूर्ण रूप से भरी जाकर दिनांक 05.03.2021 दोपहर 02.00 बजे तक कार्यालय में पहुँच जानी चाहिए। प्राप्त निविदाएँ दिनांक 05.03.2021 को ही दोपहर 03:00 बजे उपस्थित निविदादाताओं/प्रतिनिधियों के समक्ष खोली जाएगी। विलम्ब से प्राप्त निविदाएँ स्वीकार नहीं की जाएँगी।
3. उक्त निविदा सूचना का प्रकाशन नियमानुसार समाचार पत्रों में करने के साथ विभाग की अधिकृत वेबसाइट <http://hcraj.nic.in/tender.aspx> एवं राज्य सरकार की वेबसाइट <https://sppp.rajasthan.gov.in> पर किया जायेगा।
4. निविदा प्रपत्र वेबसाइट से डाउनलोड किये जाने पर निविदा शुल्क हेतु रुपये 200/- का डिमाण्ड ड्राफ्ट रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर के पक्ष में बनवाकर निविदा प्रपत्र के संलग्न प्रस्तुत करना होगा अन्यथा निविदा निरस्त मानी जावेगी।
5. निविदादाता से अपेक्षित है कि वह निविदा प्रपत्र कार्यालय में जमा करवाने से पूर्व सम्पूर्ण निविदा का भली-भाँति अध्ययन कर ले। इस सम्बन्ध में किसी भी प्रकार के स्पष्टीकरण हेतु निविदा सूचना की अंतिम तिथि से पूर्व तक कार्यालय समय में सम्पर्क किया जा सकता है। अन्तिम तिथि के पश्चात स्पष्टीकरण स्वीकार नहीं किया जायेगा। तथापि विभाग किसी प्रकार के लिखित स्पष्टीकरण हेतु बाध्य नहीं है। निर्धारित समय के पश्चात प्राप्त निविदाओं पर विचार नहीं किया जाएगा।
6. राजस्थान सरकार के आदेश क्रमांक F.2(1)/FD/G&T-SPFC/2017 Dt. 23.12.2020 की अनुपालना में निविदादाता द्वारा रुपये 50/- के गैर न्यायिक स्टाम्प पेपर (Non Judicial Stamp Paper) पर संलग्न प्रारूप में Bid Security के संबंध में घोषणा पत्र (Declaration) मूल रूप से जमा करवाना होगा।
7. अंतिम दिनांक और समय तक प्राप्त निविदाओं को ही मूल्यांकन के लिये योग्य माना जायेगा। मूल्यांकन की सुविधा के लिये कार्यालय अपने विवेकानुसार किसी भी बोलीदाता से लिखित में स्पष्टीकरण मांग सकता है।
8. विभाग द्वारा समय पर प्राप्त निविदाओं को, निविदा सूचना में दर्शाये गए समय एवं दिनांक को क्रय समिति तथा उपस्थित निविदादाताओं के समक्ष खोला जायेगा।
9. निविदादाता द्वारा निविदा प्रपत्र को निर्धारित प्रारूप मय अनुलग्नकों के तथा प्रत्येक पृष्ठ पर हस्ताक्षर कर व मोहर लगाकर कार्यालय में जमा करवाना होगा।
10. विभाग को किसी भी स्तर पर निविदा को, पूर्णतः(Completely) अथवा अंशतः(Partly), स्वीकार अथवा निरस्त करने का पूर्ण अधिकार होगा। अस्वीकृत/निरस्त निविदाओं के निविदादाताओं से कोई विचार-विमर्श नहीं किया जायेगा।
11. निविदा प्रपत्र में वर्णित शर्तों के अतिरिक्त निविदादाता की कोई भी अन्य शर्त स्वीकार नहीं की जायेगी।

B. सामग्री की गुणवत्ता और नमूना

1. निविदा में वर्णित Flatbed Scanner with ADF with 05 Years on site Comprehensive Warranty का Detailed Specification निम्नानुसार है—

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर
लगातार.....02

Flatbed Scanner with ADF

Sr. No.	Specification	Particulars
Flatbed Scanner with Automatic Document Feeder		
1.	Make and Model No.	(exact details to be provided by the bidder with its official brochure)
2.	Paper Size to be scanned	8.5" x 14" (Legal) Size Page in Flat Bed and ADF mode
3.	Scan type	Charged Coupled Device(CCD)/Contact image sensor, Color, Flatbed & ADF
4.	Scan Output File Format	JPEG, GIF, TIFF, TIFF compressed, PNG, PDF, PDF searchable
5.	Scanner Compatibility	SANE Family of Scanners (SANE Project supported device) and TWAIN compatible
6.	Scanning Options	Color, Grey Scale, Black & White (Lineart) etc.
7.	Min. Scanning Speed (Single Side)	20 PPM Black & White @ 200 dpi
8.	Resolution & Color Depth	600x600dpi(optical) or more, 24 bit Color scanning or Higher, 8/16 bit Mono Scanning
9.	Pull & Push Scan	Pull Scanning, Push Scanning (Scan to PC)
10.	Light Source	LED
11.	Duty Cycle per day	800 pages or more
12.	Interface	USB 2.0 or 3.0 or both
13.	Power Supply	Internal/External Power Adaptor for 200-250(+/-10%) VAC 50/60Hz(+/-5%)(Power Cable included)
ADF Features		
14.	ADF Capacity	Minimum 50 Pages
15.	Duplex Scanning	ADF Auto Duplex Scanning
Compatibility		
16.	Operating System Compatibility	All hardware must be compatible with Ubuntu Linux OS 18.04
17.	Hardware Drivers	Supplier to provide latest drivers for all hardware for Ubuntu-Linux OS 18.04
OEM Product, Service & Warranty		
18.	Original Equipment Manufacturer (OEM) Product	Original Equipment Manufacturer(OEM) Manufacturer or its authorized distributor/dealers with OEM
19.	Warranty	5 years onsite Comprehensive Warranty support with L1 support from bidder and L2 support from OEM
20.	Service Centre	Must have/preferred Company Authorised Service Centre in All DC / District HQ
<p>MAXIMUM RECOMMENDED COST FOR ABOVE ITEM = @RS. 20,800/- (incl. all taxes). ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.</p>		

2. निविदा में वर्णित External Usb Logitech Web Camera (As Per Detailed Specification attached with Tender form) with 05 Years on site Warranty का Detailed Specification निम्नानुसार है—

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर
लगातार.....03

External USB Web Camera

Sr. No.	Specification	Particulars
External USB Logitech Web Camera		
1.	Type of Camera	Standalone USB (2.0) camera with universal clip that fits laptops, LCD or CRT monitors.
2.	Brand	Logitech
3.	Resolution	1280 x 720 or better
4.	Resolution Picture	3 Mega Pixel or better
5.	Compression Format	JPEG, MJPEG
6.	Frame Rate	30 fps
7.	Installation and Commissioning	Compatible with the Windows 7/10 and Ubuntu 18.04/20.04 desktop system and Chrome/Firefox/MS Edge Browser
8.	On site comprehensive warranty	05 Years on site Comprehensive Warranty support with L1 support from bidder and L2 support from OEM
9.	Approx. Cost with 05 years on site warranty	Rs. 3300/- (Inclusive of all taxes)

- निविदादाता द्वारा निविदा में वर्णित सामग्री का उपर्युक्त वर्णित Specifications का अथवा उससे अधिक गुणवत्ता का होना आवश्यक है।
- निविदा में वर्णित सामान की सप्लाय सम्बन्धित फर्म द्वारा Annexure -13 में वर्णित स्थानों (Locations) पर बिना किसी अतिरिक्त शुल्क के निश्चित समय में की जायेगी।

C. पात्रता के मानदंड (Eligibility Criteria)

- निविदा फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/मालिक/कम्पनी सचिव के अतिरिक्त किसी अन्य व्यक्ति के द्वारा भरी जाने की अवस्था में उस व्यक्ति का निविदा भरने हेतु फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/मालिक/कम्पनी सचिव के द्वारा अधिकृत किया जाने वाले दस्तावेज की प्रति प्रस्तुत करनी होगी जो फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/मालिक/कम्पनी सचिव के द्वारा सत्यापित होनी चाहिए।
- निविदादाता फर्म को निविदा में वर्णित सामग्री के उत्पादक/अधिकृत विक्रेता/डीलर/स्टॉकिस्ट होने का प्रमाण-पत्र निविदा के संलग्न MAF (Manufacturers's Authorization Form) (Annexure-9) आवश्यक रूप से संलग्न करना अनिवार्य है।
- पंजीकरण:-
 - निविदादाता के पास राजस्थान दुकान एवं वाणिज्य संस्थान अधिनियम, 1958 अथवा कम्पनी अधिनियम, 1956 के तहत अथवा इसके समकक्ष अधिनियम के तहत अन्य राज्य/केन्द्र में पंजीकृत होने का प्रमाण पत्र होना चाहिए।
नोट:- (किसी भी पंजीकरण के लागू नहीं होने की दशा में निविदादाता को स्वयं प्रमाणित घोषणा पत्र लैटर हैड पर अनिवार्य रूप से निविदा प्रपत्र के साथ संलग्न करना होगा)
 - पंजीकरण प्रपत्र की स्वयं द्वारा सत्यापित प्रति संलग्न करनी चाहिये जिसके अभाव में निविदा निरस्त की जा सकेगी।

D. धरोहर राशि/प्रतिभूति राशि

- राजस्थान सरकार के आदेश क्रमांक F.2(1)/FD/G&T-SPFC/2017 Dt. 23.12.2020 की अनुपालना में निविदादाता द्वारा रूपये 50/- के गैर न्यायिक स्टाम्प पेपर (Non Judicial Stamp Paper) पर संलग्न प्रारूप में Bid Security के संबंध में घोषणा पत्र (Declaration) मूल रूप से जमा करवाना होगा।

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2. सफल निविदादाता को सप्लाई आदेश प्राप्ति के पश्चात 7 दिवस के भीतर Rajasthan Transparency in Public Procurement Rules, 2013 के नियम 75 के प्रावधानों एवं राजस्थान सरकार के आदेश क्रमांक F.2(1)/FD/G&T-SPFC/2017 Dt. 13.08.2020 की अनुपालना में निविदा के अनुमानित मूल्य की 2.5 प्रतिशत राशि नकद/ बैंक गारण्टी/डी.डी. प्रतिभूति राशि के रूप रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में जमा करानी होगी। इसके अतिरिक्त नियमानुसार निर्धारित राशि के नॉन ज्यूडिशियल स्टाम्प पर निर्धारित प्रारूप में एक अनुबन्ध पत्र भी प्रस्तुत करना होगा।
3. धरोहर राशि सम्बन्धी घोषणा पत्र (Declaration) के बिना प्राप्त निविदा को निविदा खोलने के चरण में गैर जबाबदेह (Non Responsive) के रूप में अस्वीकार कर दिया जायेगा।

E. कार्यानुभव :-

1. निविदादाताओं को **Computer/IT Equipments** के सप्लाई कार्य करने का कम से कम **पाँच वर्ष का अनुभव** होना अनिवार्य है। इस संबंध में निविदादाता द्वारा कार्यादेश की प्रति/संतोषजनक सेवा प्रमाण पत्र प्रस्तुत करना अनिवार्य होगा इसके अभाव में निविदा निरस्त की जा सकती है।
2. निविदादाता द्वारा निम्न प्रकार से अनुभव प्रमाण-पत्र/कार्यादेश निविदा के संलग्न प्रस्तुत किया जायेगा—
 - (A) **One work order / Experience Certificate of value equal or more 80% of the tender value or**
 - (B) **Two work orders / Experience Certificates each of value equal or more 50% of the tender value or**
 - (C) **Three work orders / Experience Certificates each of value equal or more 40% of the tender value**
3. निविदा में भाग लेनी वाली फर्म का Turnover पिछले तीन वित्तीय वर्ष में कार्यालय के द्वारा जारी की जा रही उक्त निविदा के अनुमानित मूल्य का 100% होना अनिवार्य है, जिस हेतु सम्बन्धित फर्म द्वारा नियमानुसार CA द्वारा जारी प्रमाण-पत्र निविदा के संलग्न किया जाना होगा।

F. प्रतिभूति राशि का समपहरण (Forfeiture of Security Deposit) :-

1. निविदादाता द्वारा संविदा में वर्णित किन्हीं निबंधनों और शर्तों का उल्लंघन करता है तो प्रतिभूति राशि को समपहृत कर लिया जाएगा।
2. निविदादाता सम्पूर्ण प्रदायगी सन्तोषजनक ढंग से करने में असफल रहता है तो प्रतिभूति राशि को समपहृत कर लिया जाएगा
3. जमा कराई गई प्रतिभूति राशि को समपहृत (Forfeit) करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा।
4. प्रतिभूति राशि (Security Money) को समपहृत (Forfeit) किये जाने की स्थिति में उक्त राशि विभाग के शीर्ष "अन्य प्राप्तियों" में जमा करायी जाएगी तथा अन्तरण प्रविष्टि की व्यवस्था लिए आवश्यक कार्यवाही की जाएगी।

G. अपात्रता

1. निविदाएं निम्न कारणों से अपात्र घोषित की जा सकती है :
 - (a) निविदा सूचना में प्रकाशित अंतिम तिथि एवं समय के पश्चात प्राप्त हुई निविदाएं।
 - (b) बिना निविदा मूल्य एवं धरोहर राशि सम्बन्धी घोषणा-पत्र के जमा निविदाएं।
 - (c) अपूर्ण निविदायें एवं भ्रामक अथवा गलत तथ्य/ दावे प्रस्तुत करने वाली निविदायें।
 - (d) विभाग द्वारा चाहे गये स्पष्टीकरण को न प्रदान कर पाना/ स्पष्टीकरण को विभाग द्वारा चाहे गये तय समय से देरी से प्रदान करना।
 - (e) एक से ज्यादा निविदाएं प्रस्तुत करना। ऐसा होने पर फर्म द्वारा भरी गयी समस्त निविदाएं तकनीकी मूल्यांकन में निरस्त की जा सकेंगी।
 - (f) अपूर्ण व सशर्त निविदा प्रस्तुत करना।
 - (g) तकनीकी व अन्य समस्त अहर्ताओं का पूर्ण न कर पाना।
 - (h) निविदादाताओ अथवा उसके किसी प्रतिनिधि का अवांछित रूप से प्रभाव डालना/डलवाना, विवाद इत्यादि करना, रिश्वत इत्यादि का प्रस्ताव करना अथवा गैर कानूनी रूप से तुष्टीकरण करना।
 - (i) अल्प वैधता वाली निविदा प्रस्तुत करना।
 - (j) वांछित अनुभव का न होना।
 - (k) निविदा के संलग्न समस्त Annexure का नहीं लगाया जाना।

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H. हर्जाना/शास्ति:-

- (i) कार्यालय/विभाग किसी निविदादाता को बिना पर्याप्त आधार के निविदा का पालन करने में असफल रहने के स्थिति में निविदादाता को उपयुक्त अवधि के लिए ब्लैक-लिस्ट करने का अधिकार सुरक्षित रखता है।
- (ii) यदि निविदादाता/फर्म अनुबंध अधिनिर्णय होने के पश्चात निबंधनो व शर्तों का उल्लंघन करता है तो ब्लैक-लिस्ट किए जाने के लिए स्वयं उत्तरदायी होगा और उसकी जमा धरोहर राशि जब्त/समपहृत होगी।
- (iii) कार्यादेश में निर्धारित समयावधि में माल/ सेवा आपूर्ति नहीं करने पर परिनिर्धारित नुकसानी (LIQUIDATED DAMAGES) निम्न प्रकार वसूली योग्य होगी :-
 - (a) विदित सुपुर्दगी/आपूर्ति अवधि की एक चौथाई अवधि के विलम्ब के लिए क्रयादेश की राशि का 2.5 प्रतिशत।
 - (b) विदित सुपुर्दगी/आपूर्ति अवधि की एक चौथाई अवधि से अधिक किन्तु आधी अवधि तक के विलम्ब के लिए क्रयादेश की राशि का 5 प्रतिशत।
 - (c) विदित सुपुर्दगी/आपूर्ति अवधि की आधी अवधि से अधिक तीन चौथाई अवधि तक के विलम्ब के लिए क्रयादेश राशि का 7.5 प्रतिशत।
 - (d) विदित सुपुर्दगी/आपूर्ति अवधि की तीन चौथाई से अधिक के विलम्ब के लिए कार्यादेश की राशि का 10 प्रतिशत।
 - (e) आपूर्ति में विलंब की अवधि की गणना के लिए आधे दिन से कम भाग को छोड़ दिया जायेगा एवं परिसमापित नुकसानी की अधिकतम राशि 10 प्रतिशत होगी।

I. सामान्य नियम, शर्तें एवं भुगतान

निविदा हेतु सामान्य नियम एवं शर्तें निम्नानुसार रहेंगी-

1. वित्तीय निविदा में शब्दों एवं अंकों में भिन्नता पाए जाने की स्थिति में शब्दों में वर्णित दरों को ही मानते हुए तुलना की जावेगी। यदि गणना में कोई त्रुटि है तो अलग अलग दरों को सही मानते हुए इनके योग की गणना कर तुलना हेतु लिया जावेगा।
2. यदि सप्लाई किये गये आइटम राजस्थान उच्च न्यायालय, प्रशासन की संतुष्टि के अनुसार नहीं पाई जाती है तो फर्म की संविदा किसी भी समय निरस्त की जा सकती है और अन्य फर्म से उनके द्वारा प्रस्तुत दर पर सामान सप्लाई करवाने पर अन्तर की राशि के लिये फर्म जिम्मेवार रहेगी।
3. क्रय समिति को गुणवत्ता एवं लागत के आधार पर निर्णय करने का पूर्ण अधिकार होगा। क्रय समिति न्यूनतम निविदादाता अथवा सभी निविदादाताओं को Negotiation के लिये आमंत्रित कर सकती है। इसके बावजूद दरें अनुकूल नहीं पाये जाने पर अथवा प्रस्तुत नमूना वांछित गुणवत्ता का न होने पर निविदा निरस्त की जा सकती है जिसके लिए निविदादाता को कोई दावा करने का अधिकार नहीं होगा।
4. क्रय समिति कार्य की प्रकृति का देखते हुए सभी निविदादाताओं को एक साथ वार्ता (Negotiation) के लिये बुलवाने के लिए स्वतंत्र होगी।
5. सफल निविदादाता को कार्यादेश दिए जाने की दिनांक से 07 दिवस में नियमानुसार/कार्यादेश में वर्णित मूल्य के नॉन ज्यूडिशियल स्टाम्प पर अनुबन्ध/करार पत्र मुद्रित कर कार्यालय में प्रस्तुत करना होगा।
6. संविदा को किसी स्तर पर रद्द करने का अधिकार रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में निहित रहेगा। न्यूनतम दरें स्वीकार करना अनिवार्य नहीं है। निविदा से सम्बन्धित विवाद का न्यायक्षेत्र जोधपुर होगा।

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7. निविदा में वर्णित सामान की सप्लाई निविदा के **Annexure-13** में संलग्न सूची में वर्णित स्थान (लोकेशन) पर ही बिना किसी अतिरिक्त शुल्क के आवश्यक रूप से की जानी है। आदेशित फर्म द्वारा उक्त सप्लाई किये गये सामान हेतु निविदा के **Annexure-10** में संलग्न अनुसार **Delivery Challan cum Installation Report with verification certificate** कार्यालय में जमा करवाना अनिवार्य है। साथ ही सम्बन्धित फर्म द्वारा प्रत्येक सामान को सप्लाई की गयी सम्बन्धित लोकेशन पर ही प्रत्येक आइटम हेतु 05 वर्ष **Comprehensive Warranty** उपलब्ध करवानी होगी।
8. निविदादाता द्वारा निविदा के संलग्न **Annexure-11** में वर्णित अनुसार **Support: Infrastructure/Service Centre Available with Bidder** हेतु निर्धारित प्रारूप में राजस्थान राज्य के समस्त 33 जिलों में उपलब्ध **Support: Infrastructure/Service Centre/Engineer/ Call Centre** से सम्बन्धित वांछित सूचना आवश्यक रूप से दी जानी होगी, जिसके अभाव में निविदा निरस्त की जा सकती है।
9. निविदादाता द्वारा **Annexure-4** में वर्णित अनुसार **Bill of Material (BOM)** निर्धारित प्रारूप में अनिवार्य रूप से निविदा के संलग्न प्रस्तुत करना होगा।
10. निविदादाता द्वारा **Annexure-7** में वर्णित अनुसार रुपये 100/- के गैर न्यायिक स्टाम्प पत्र पर **Self-Declaration No Blacklisting** निर्धारित प्रारूप में अनिवार्य रूप से निविदा के संलग्न प्रस्तुत करना होगा।
11. उपर्युक्त शर्तों के अतिरिक्त राजस्थान सरकार के General Financial and Accounts Rules, Transparency in Public Procurement Act, 2012 एवं Transparency in Public Procurement Rules, 2013 के प्रावधान भी लागू होंगे।

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Annexure-A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest :-

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

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

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

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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:

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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 lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for Filling Appeal

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

(7) Procedure for disposal of appeal

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

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

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

Appeal No of
Before.....(Appellate Authority)

1. Particulars of appellant:

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

(iii) Residential address

2. Name and address of the respondent(s)

(i)
(ii)
(iii)

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

.....
.....

4. If the Appellant proposes to be represented by

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

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

6. Grounds of appeal:-

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

7. Prayer

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

Place

Date

Appellant's Signature

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Annexure-D
Additional Conditions of Contract

1. Correction of arithmetic errors.-

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

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to vary Quantities.-

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 50% of the value of Goods of the original contract. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

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ANNEXURE-1 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 _____

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ANNEXURE-2

घोषणा-पत्र

(फर्म द्वारा स्वयं के लेटर हेड पर घोषणा पत्र)

मेरे/हमारे द्वारा घोषणा की जाती है कि कार्यालय निविदा क्रमांक एचसी/एसके/2020-21/681 दिनांक 24.02.2021 का निविदा प्रपत्र तथा इसके सलग्न समस्त प्रपत्रों, जानकारी एवं शर्तों को मैंने/हमने अच्छी तरह अध्ययन कर लिया है। मुझे/हमें यह भी स्वीकार है कि निविदा के सम्बन्ध में श्रीमान रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर का निर्णय हमारे लिये अन्तिम एवं मान्य होगा।

यह भी प्रमाणित किया जाता है कि मेरी/हमारी फर्म द्वारा निविदा में चाहा गया व्यवसाय किया जाता है तथा निविदा में वर्णित सामग्री का हमारे पास पर्याप्त मात्रा में स्टॉक उपलब्ध है। उक्त कार्य से सम्बन्धित हमारे यहाँ अनुभवी एवं तकनीकी कर्मचारी भी उपलब्ध है। राज्य सरकार/बोर्ड/विश्वविद्यालय/स्वायत्तशासी संस्थान/निगम/बैंक आदि के द्वारा मेरी/हमारी फर्म को ब्लैक लिस्ट नहीं किया हुआ है। प्रतीकस्वरूप निविदा प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर मय सील कर दिये हैं।

यदि यह घोषणा असत्य पायी जाए तो किसी भी अन्य कार्यवाही जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना मेरी/हमारी प्रतिभूति (Security Deposit) को पूर्ण रूप से समपहृत किया जा सकेगा तथा निविदा को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

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ANNEXURE-3:
DRAFT AGREEMENT FORMAT

(As per rules on Non-Judicial Stamp Paper of Rs. 500/-)
{to be signed by selected bidder(s) and tendering authority}

An agreement made this _____ (enter date of Agreement) between _____ (enter your firm's name & address) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the RHC which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the RHC to supply to the Registrar General, Rajasthan High Court, Jodhpur, Rajasthan on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in our Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. _____ in the form of: -

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

Now these Presents witness:

- 1) In consideration of the payment to be made by the RHC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice **NIT No.: HC/SK/2020-21/681 Dated 24.02.2021** and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. _____ dated _____ received from {bidder} and letter Nos. _____ Dated _____ issued by the RHC. and appended to this agreement shall also form part of this agreement.
- 4) The RHC do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RHC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- 5) The mode of payment will be as specified in this bidding document/ work order. The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.

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

No.	Condition	LD %*
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.50%
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.00%
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.50%
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.00%

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Note:

- i. 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.
- ii. The maximum amount of liquidated damages shall be 10% of the desired Lot.
- iii. *The percentage refers to the payment due for the associated milestone/lot.

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

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

Warranty/ Services shall be provided by the bidder as per terms and conditions of the 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 hereto have set their hands on the ____ day of ____ (Year).

Signature with Seal of the Approved
supplier/ bidder

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

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1

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ANNEXURE-4:

BILL OF MATERIAL (BoM)

Item No.	Equipments	Quantity	MAF required (Y/N)	Minimum Period of Comprehensive OEM Warranty (in Months)	Period of end of sale (in months)	Availability of part in Rajasthan (in Months)	Period of back to back support, updates and patches (in months)
1	Usb Logitech Web Camera	99	Y	60	24	72	72
2	Flatbed Scanner	15	Y	60	24	72	72

- Apart from items specified herein, any other work/Item which may be required on the basis of actual verified requirement on site, for the purpose of installation work, shall be allowed to be used only with the prior approval of District Court Computer Committee.
- Successful bidder has to supply all above items, install necessary software and all other accessories as per the instruction of RHC, Jodhpur.
- These items are to be provided to Subordinate courts of Rajasthan, Rajasthan High court, therefore, warranty is to be provided at all Subordinate Courts of Rajasthan, as per the directions of Rajasthan High Court, Jodhpur.
- **Vendor should deliver & Install Hardware Components in the District and Subordinate Courts in the State of Rajasthan within 30 days after acceptance of Purchase Order.**
- Accessories will be supplied as per approved sample pieces retained by the Hon'ble Committee.
- Successful bidder has to Supply all the required items, as mentioned in the BOM and having the specifications and all other accessories.
- Detailed Technical Specification are given in the tender form.
- OEM warranty will be commenced from the actual date of Installation in the office concerned, as verified by the concerned office through Annexure-10 (Delivery Challan cum Installation report).

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ANNEXURE-5

WARRANTY

S. No.	Description	Compliance
1	The complete systems should be under free onsite comprehensive warranty support service from the date of installation.	
2	The Vendor/Supplier should fulfill the following conditions during warranty period:	
3	Vendor/Supplier will maintain enough spares (not less than 10%) so as to provide satisfactory onsite comprehensive maintenance services during the warranty period.	
3(a)	Vendor/Supplier would provide the helpdesk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he should be able to track the action taken on his complaint through a support portal.	
3(b)	The Vendor/Supplier should provide support for all supplied items in all the District/Subordinate Courts.	
3(c)	Any failure in the equipments supplied / any accessories thereof should be rectified within maximum period of two working days at District Sites.	
3(d)	During warranty period, any failure in the Hardware Items, Components should be rectified within maximum period of 2 working days at District Site. Provided penalty will be charged or recovered as per the "Draft Agreement" .	
3(e)	On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of five years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit while releasing the Security Deposit. After expiry of warranty, the Rajasthan High Court has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.	

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ANNEXURE-6
SERVICES TO BE PROVIDED

S. No.	Description	Requirements
1	Delivery of Items	<ol style="list-style-type: none"> At the destination site, the cartons will be opened only in the presence of concerned Nodal Officer(s) and Vendor's Representative. Inventories at all their service locations shall be maintained by the Vendor(s) for immediate replacement of H/w items in case of failure.
2	Installations	<ol style="list-style-type: none"> Upon satisfactory installation of the equipment, Vendor should obtain signed installation certificate from the Nodal Officer, after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted along with the bills by the Vendor for payment. A sticker with label 'Rajasthan High Court, e-Courts Project' along with the Service Support Call Centre Number of the Vendor should be pasted on each equipment.
3	Warranty	<ol style="list-style-type: none"> During warranty period besides service/maintenance of Hardware, System Software and its Peripherals, all software up-gradation, bugs/ patches and services shall be provided free of cost by the Vendor. The Vendor should fulfill the following conditions during warranty period: <ul style="list-style-type: none"> ➤ Supplier will maintain enough spares (not less than 10%) so as to provide satisfactory onsite comprehensive maintenance services during the warranty period. ➤ Vendor would provide the helpdesk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he should be able to track the action taken on his complaint through a support portal. ➤ The Vendor should provide support for all supplied items in all the District/Subordinate Courts of Rajasthan ➤ Any failure in the equipments supplied / any accessories thereof should be rectified within maximum period of two working days at District Sites. ➤ If any of the system is down beyond two working days at District Sites, penalty will be charged or recovered from out of withheld amount towards penalty per day per system at the rate of given in the "Annexure: 03 Draft of Agreement". ➤ Any system failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or quality control problem will be totally replaced by the Vendor at his cost and risk within 30 days. ➤ On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of five years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit while releasing the Security Deposit. After expiry of warranty, the Rajasthan High Court has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.
4.	Manpower	<ol style="list-style-type: none"> Vendor shall provide Authorized partners / Service provider / Project Support Manager/ Resident engineer at every District Head quarter who is able to resolve any type of problem related to the hardware, from the date of empanelment, whose responsibility will be to monitor the project and coordinate with the vendor representatives identified at each District Court for ensuring smooth implementation and maintenance of the hardware system supplied at District Courts during warranty period. The list of authorized partners/ Service provider / Project Support Manager/ Resident engineer and vendor representative identified at each district court for service network support in each district will be in Annexure-11 support.
<p>Note: The installation schedule mentioned above entails all activities including delivery and installation of all Hardware and related software items.</p>		

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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/2020-21/681** Dated **24.02.2021** 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:

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ANNEXURE-8

PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}

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

(Payable at par at Jodhpur)

To,

Registrar General,
Rajasthan High Court,
Jodhpur.

- a. In consideration of the Rajasthan High Court, Jodhpur (RHC) (hereinafter called "RHC") having agreed to exempt M/s (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..... dated made between the Rajasthan High Court, Jodhpur through Registrar General and (Contractor) for the work (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees only), we (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the Rajasthan High Court, Jodhpur an amount not exceeding Rs.....(Rupees.....only) on demand.
- b. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RHC. Any such demand made on the bank by the RHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RHC and We..... (Indicate the name of Bank), bound ourselves with all directions given by RHC regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
- c. We..... (indicate the name of Bank), undertake to pay to the RHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
- d. We..... (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RHC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RHC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
- e. We (indicate the name of Bank) further agree with the RHC that the RHC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RHC against the said Contractor(s) and to forbear or enforce any of the NIT for selection of Vendor for supply of all items throughout the State of Rajasthan (After Pre-Bid) terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RHC or any indulgence by the RHC to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

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

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1)

(2)

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

Registrar General

Rajasthan High Court, Jodhpur

दिनांक :

स्थान :

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ANNEXURE-09:
MANUFACTURER'S AUTHORIZATION FORM (MAF)
{to be filled by OEM's authorized partner}

To,
Registrar General,
Rajasthan High Court,
Jodhpur

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference **NIT No. HC/SK/2020-21/681** **Dated: 24.02.2021**

Sir,

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

Item No.	Equipments	Qty.	Unit	Period of Comprehensive OEM Warranty (in yrs.)	Period of end of sale (in months)	Period of end of service (in yrs.)	Period of back to back support (in yrs.)
				5 Years	24 Months	6 Years	6 Years
				5 Years	24 Months	6 Years	6 Years

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

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

दिनांक :
स्थान:

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ANNEXURE-10:
Delivery Challan cum Installation Report

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

CONSOLIDATED PROOF OF INSTALLATION REPORTS
AT DISTRICT COURT,(NAME)

Annexure -A

Work Order No. :-			Work Order Date :-			
Sr. No.	Court Complex Name & Address	Item Name	Serial No. of the Item	Date of Installation	Name of the Authorized Officer	Remarks

All items have been delivered & successfully installed at each site as per the Work order.

(Sign & Stamp)

Senior Most Judicial Officer

(Only in case of HQ's other than District HQ's)

(Sign & Stamp)

Authorized Officer

(Sign & Stamp)

Vendor Representative

Please ensure that signatures are taken on each page of the consolidated report.

Annexure-B

Verification Certificate

Verified that in District, hardware items in courts as per enclosed sheet has been executed in terms of the Work Order No. dated and Guidelines dated issued by Hon'ble Rajasthan High Court.

Name.....

System Officer

Counter Verified by-

Name

Designation

Authorized Officer

दिनांक :

स्थान:

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**Annexure – 11 : Support
(Infrastructure/Service Centre Available with Bidder)**

Bidder must have District wide infrastructure support in the form of direct service centers or their franchisees in all the Districts. The bidders must submit details of their infrastructure with reference to locations and technical manpower, availability of inventory of spares etc. and also indicate their business model for providing warranty and after sales support for the aforementioned. The Rajasthan High Court reserves the right to disqualify the bidder based on its past performance as experienced by the Rajasthan High Court, during the last three consecutive years. **Bidders should also provide escalation matrix for their sales & support function.**

Sr. No.	District Name	Own/Franchisee Support Centers	Contact Details such as Names, phones, e-mails, website etc.	Manpower	Escalation Matrix
1	Ajmer				
2	Alwar				
3	Banswara				
4	Baran				
5	Barmer				
6	Bharatpur				
7	Bhilwara				
8	Bikaner				
9	Bundi				
10	Chittorgarh				
11	Churu				
12	Dausa				
13	Dholpur				
14	Dungarpur				
15	Hanumangarh				
16	Jaipur				
17	Jaisalmer				
18	Jalor				
19	Jhalawar				
20	Jhunjhunu				
21	Jodhpur				
22	Karauli				
23	Kota				
24	Nagaur				
25	Pali				
26	Pratapgarh				
27	Rajsamand				
28	Sawai Madhopur				
29	Sikar				
30	Sirohi				
31	Sri Ganganagar				
32	Tonk				
33	Udaipur				

दिनांक :
स्थान:

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Annexure – 12

Form of Bid-Securing Declaration

Date :
Bid No. :
Alternative No. :

To :

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 :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed;and
- (e) 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 :-

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

Signed :-----

Name :-----

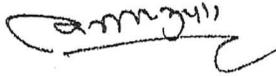
In the capacity of :-----

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.]



दिनांक :
स्थान :

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List for Help Desk Counter for eFiling Counter (For supply of Camera)

S.No.	District	Location	No of Help desk counter for eFiling
1	Ajmer	Old RPSC Building Court Complex	1
2	Ajmer	Beawar Court Complex	1
3	Ajmer	Kishangarh Court Complex	1
4	Alwar	Behrore C.C.	1
5	Alwar	Tijara C.C.	1
6	Balotra	Balotra D.C.C.	1
7	Banswara	Banswara D.C.C.	1
8	Baran	Baran D.C.C	1
9	Churu	Churu District Court Complex	1
10	Dausa	Dausa District Court Complex	1
11	Dholpur	Dholpur District Court Complex	1
12	Dungarpur	Dungarpur Court Complex	1
13	Jaipur District	Kotputli Court Complex	1
14	Jaipur Metro	Jaipur Metro(District Building)	1
15	Jaisalmer	District Court Complex	1
16	Jalore	Jalore Court Complex	1
17	Jhunjhunu	District & Sessions Court Complex, Jhunjhunu	1
18	Jodhpur Metro	NI Act Building Court Complex	1
19	Karauli	District Court Complex	1
20	Karauli	Hindaun City	1
21	Merta	Merta City D.C.C	1
22	Merta	Nagaur C.C.	1
23	Rajsamand	Rajsaman D.C.C.	1
24	Sawai Madhopur	Sawai madhopur District Court Complex	1
25	Sirohi	Sirohi District Court Complex	1
26	Tonk	Tonk District Court Complex, Tonk	1
27	Balotra	Barmer Court Complex	2
28	Bharatpur	ADJ Bharatpur Court Complex	2
29	Bharatpur	Bharatpur Court Complex	2
30	Bundi	District Court Complex, Bundi	2
31	Chittorgarh	Chittorgarh HQ Court Complex	2
32	Hanumangarh	District Court Complex	2
33	Jaipur District	Jaipur court Complex	2
34	Jaipur Metro I	MINI SEC. I C.C.	1
35	Jaipur Metro II	MINI SEC.II C.C.	1
36	Jhalawar	Jhalawar Court Complex	2
37	Pali	Pali District Court Complex	2
38	Pratapgarh	District court pratapgarh	2
39	Sikar	Sikar District & Sessions Court Complex	2
40	Sri Ganganagar	District Court Complex	2
41	Ajmer	District Court Complex	3
42	Bhilwara	Bhilwara District Court Complex	3
43	Alwar	Alwar D.C.C.	4
44	Bikaner	District Court Complex	4
45	Udaipur	District Court Complex	4
46	Jodhpur Metro	Jodhpur Metro D.C.C.	5
47	Kota	District Court Complex	5
48	Jaipur Metro I	Jaipur Metro I D.C.C.	6
49	Jaipur Metro II	Jaipur Metro II D.C.C	5
50	Rajasthan High Court	Bench Jaipur	4
51	Rajasthan High Court	Principal Bench Jodhpur	4
Total			99

List for Help Desk Counter for eFiling Counter (For supply of Scanner)

S.No.	District	Location	No of Help desk counter for eFiling
1	Jaipur Metro I	Jaipur Metro I D.C.C.	6
2	Jaipur Metro II	Jaipur Metro II D.C.C	5
3	Rajasthan High Court	Bench Jaipur	4

दिनांक :
स्थानहस्ताक्षर निविदादाता
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