



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2541338, 2545516 Fax No. 0291-2546974, Pin Code – 342001, Email – hc-rj@nic.in



सत्यमेव जयते

**Rajasthan High Court ,
JODHPUR**

Notice Inviting Tender (NIT)
for Comprehensive Annual Maintenance Contract (AMC) of 1122 Nos. Laptop
(HP Probook 450 G2 Note Book, ACER TMP257- MG & Acer Aspire E-15 E5-575G)

Rajasthan High Court , Jodhpur (Rajasthan)
Phone: 0291-2541338, 2545516 Fax: 0291-2546974
Web: <http://www.hcraj.nic.in>
Email: hc-rj@nic.in



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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. Also called offeror or quoter.
Contract	"The Contract" means a legally enforceable agreement entered into between Rajasthan High Court and the selected bidder(s) with mutual obligations. The Contract / Project Period shall be completion of Warranty & Support Services from the date of acceptance of the delivery of the all item of tender by
Day	"Day" means a calendar day as per GoR/ GoI.
EMD	Earnest Money Deposit
FOR/ FOB	Free on Board or Freight on Board
GoI/ 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 Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
ML	Manufacturing License
NIT	Notice Inviting Tender
OEM	Manufacturer of Items
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 good or service 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 intangible equivalent of an economic good.
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.
VAT/ CenVAT/GST	Value Added Tax/ Central VAT/Goods and Services Tax
WO/ PO	Work Order/ Purchase Order
Working Day	A Working Day from 10:00 AM to 05:00 PM except Rajasthan Government Holidays.



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NOTICE INVITING TENDER

NIT No: HC/SK/2019-20/ 291

Dated : 05.08.2019

Rajasthan High Court, Jodhpur inviting bids for **Comprehensive Annual Maintenance Contract (AMC) of 1122 Nos. Laptop (HP Probook 450 G2 Note Book, ACER TMP257- MG & Acer Aspire E-15 E5-575G)**. For implementation of this **Annual Maintenance Contract (AMC)**, Notice Inviting Tender (NIT) is invited from eligible private sector/non-Govt/Govt. All details related to this NIT can be viewed and downloaded from website: <http://eproc.rajasthan.gov.in> & <http://hcraj.nic.in>. NIT document can also be seen in NIT exhibited on website <http://sppp.rajasthan.gov.in>. Proposal shall be submitted online in electronic format on 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 fess (non-refundable) (in Favour of MD, RISL, Jaipur)	Rs. 500/- (Rupees Five Hundred Only)
Estimated Project Cost	Rs. 33,66,000/- (Rupees Thirty three Lakh Sixty Six Thousand only)
Earnest Money Deposit (EMD)	2% of Estimated Value
Publishing Date/Time	08.08.2019 at 10.00 AM
NIT Download Start Date/Time	08.08.2019 at 10.30 AM
Bid submission Start Date/Time	08.08.2019 at 11.00 AM
NIT Download End Date/Time	19.08.2019 at 4.30 PM
Bid submission End Date/Time	19.08.2019 at 5.00 AM
Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*	20.08.2019 at 11.30 AM
Bid Opening Date/Time	20.08.2019 at 02.00 PM

- Note:** (1) Tender fees for the document downloaded from website and processing fee shall be deposited by the bidders separately as applicable by way of DD/Banker's cheque as per above before the last date and time prescribed for online submission of bids.
- (2) Bid Validity 180 Days from the last date of bid submission.
- (3) In case, any of the bidders fails to physically submit the Banker's Cheque/Demand Draft for Tender Fee, EMD, and RISL Processing Fee up to 11.30 AM on 20.08.2019, its Bid shall not be accepted.
- (4) The Banker's Cheque/Demand Draft/ Bank Guarantee should be drawn in favour of **"Registrar General, Rajasthan High Court , Jodhpur"** payable at **"Jodhpur"** from any Scheduled Commercial Bank.

By Order,

Registrar (Admn.)



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General Information's, instructions, Terms and conditions for bidders

A. Name of the Authority Inviting Tender

Registrar General, Rajasthan High Court, Jodhpur, (Rajasthan) – 342001

Phone: 0291-2541338, 2546974 (Fax), Mail: hc-rj@nic.in, <http://www.hcraj.nic.in>

B. Nature of Work

Onsite Comprehensive Annual Maintenance Contract (AMC) of 1122 Nos. Laptop (HP Probook 450 G2 Note Book, ACER TMP257- MG & Acer Aspire E-15 E5-575G), which are using by Judicial Officers of Rajasthan at Rajasthan High Court and Subordinate Courts of Rajasthan at various location in Rajasthan.

C. Place of Work

All Rajasthan, at the posting place of Judicial Officers i.e. Rajasthan High Court Jodhpur/Jaipur Bench and Subordinate Courts of Rajasthan.

D. Eligibility Criteria:

The NITs shall qualify based on the following eligibility criteria-

Basic Requirement	Specific Requirements	Documents Required
Legal Entity	1.The bidder should be a company/Distributor/ registered firm. 2. Firm having experience in providing the services to OEM or OEM support/ Partner Certificate.	1. Copy of Certificate(s) of incorporation/Registration 2. Authorization Certificate from OEM (in case of partner)
Net Worth	The net worth of the bidder in the last financial year, i.e. 2018-2019, should be positive. The bidder's total annual turnover from support services of computers systems / LAPTOP in India should be more than or equal to 1 Crore in last three financial year.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last three financial year
Tax registration and clearance	The Bidder should have a registered number of i. GSTIN/VAT/Sales Tax/GST(if applicable) where his business is located; ii. Service Tax iii. Income Tax / PAN /GSTIN/ TIN number. iv. Corporate Registration	- Copies of relevant registration certificates - Valid GSTIN/VAT clearance certificate upto date from the CTO of the circle concerned/ PAN No.
Blacklisting	A bidder who is blacklisted from any other Govt. Institution not eligible to participate in this project while under sanction by RHC. Similarly, at the time of bidding, the firms black-listed / debarred In participating in any procurement activities for fraudulent or corrupt practices by any State or Central Government or UT in India are not allowed to bid.	A Self Certified letter as given in the Annexure-7
Service Support Centre	1. The bidder should have Service Support Centre / Resident Engineers available at District Head Quarter 2. If the Bidder does not have any operational Service Support Centre /Resident Engineer in above places, the bidder shall submit an undertaking to establish Service Support Centres / appoint and deploy Resident Engineers at above places within 7 days from the Date of Issue of Work Order and before signing of Agreement.	Details / Undertaking for setting up Service Support Centres / deployment of Resident Engineers in Rajasthan
Experience in implementation and management of such projects/ schemes	Firm should be having experience of 5 years in the field of AMC Services in Centre Government/ State Government/ Banks/ PSU/ Corporate or similar body. And submit the proof for the same.	Executed work order/ experience certificate. Firm should submit the work order / Experience Certificate of minimum 5 Order of value Rs. 10 Lacs.



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E. 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 eligibility criteria are met. The bidder who fails to meet one or more of the stipulated eligibility criteria shall be declared as “ineligible/non-responsive”.

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. 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.

H. The bidder to inform himself fully:

The bidder shall be deemed to have been fully satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementing of the Project. If find any discrepancy in the NIT document including terms of reference, he should submit his issue/question in writing at least a week before Pre-Bid Conference.

I. 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.

J. Method for submission of the Proposal:

Proposals shall be received on e-portal i.e. <http://eproc.rajasthan.gov.in> by Project Authority in one part i.e. Technical Proposal and Financial Proposal (BoQ) in one cover.

K. Documents comprising the Bid-

a) A Single stage-One envelope/ cover system shall be followed for the bid:

bid shall include the following documents for Technical bid:		
SNo.	Documents Type	Document Format
1	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory (as per Annexure-E)
	Fee Details	
2	Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque/BG
3	RISL Processing Fee	Scanned copy of DD/ Banker's Cheque
4	EMD (2% of estimated cost of items for which bid is submitted)	Scanned copy of DD/ Banker's Cheque / Bank Guarantee as per RTTP Act, 2012
	Pre-Qualification Documents	
5	Tender Form	as per Annexure-F
6	Forwarding letter/self declaration form	as per Annexure-4
7	Detail of Escalation matrix	as per Annexure-5
8	Organisation Detail Format	as per Annexure-6
9	Self Declaration (No Black Listing)	as per Annexure-7
10	RTGS Details	as per Annexure-11
11	All the documents mentioned in the “Eligibility	As per the format mentioned against the
12	Undertaking of Authenticity	On non judicial stamp paper of Rs. 100 as per Annexure-8
	Technical Documents	



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13	Service Support Details (At district Headquarter)	as per Annexure-12
14	Financial Bid Undertaking	as per Annexure-13
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.		
Financial bid shall include the following documents:		
SNo.	Documents Type	Document Format
1	Price Bid	As per Annexure-2

b) Online Bids submitted in ONE Envelopes as Follows:

Envelope-1(Following documents to be provided as single PDF file)			
Sr.	Documents	Content	File Types
1.	EMD	The scanned copy of EMD instruments	.PDF
2.	Eligibility Criteria	The requirements as mentioned in the Page 5 -13 .	.PDF
3.	Technical Bid	The certified copies of documents as per requiremet of NIT	.PDF
4.	Financial Bid (BOQ)	Gross Total Value Financial bid asper Annexure – 2	.XLS

L. Validity of the Proposal

The proposal shall remain valid for consideration for a period of 180 days from the date of opening of technical bid. This validity can be extended for a further period not more than 90 days with consent of the bidders.

M. Modification/withdrawal of the Proposal:

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

N. The bidders should note the following

- That the incomplete NIT in any respect or those that are not consistent with the requirements as specified in this Notice Inviting Tender Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- Strict adherence to formats, wherever specified, is required.
- All communication and information should be provided in writing.
- No change in/or supplementary information shall be accepted once the NIT is submitted. However, Project Authority reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the NIT. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Project Authority may be a ground for rejecting the NIT.
- The NIT shall be evaluated as per the criteria specified in this NIT Document. However, within the broad framework of the evaluation parameters as stated in the NIT, R.H.C. reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the firm.



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- (g) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. RHC reserves the right to vet and verify any or all information submitted by the Bidder.
- (h) If any claim made or information provided by the Bidder in the NIT or any information provided by the Bidder in response to any subsequent query by, is found to be incorrect or is a material misrepresentation of facts, then the NIT will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of RHC, if satisfied.
- (i) The Bidder shall be responsible for all the costs associated with the preparation of the Notice Inviting Tender and any subsequent costs incurred as a part of the Bidding Process shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

O. Time Schedule for submission of the Proposal:

End Time & date for submission of the NIT	19.08.2019 at 5.00 AM
Time & date for opening of Technical Bid	20.08.2019 at 02.00 PM

RHC may, in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of agenda(s). Communication of such extension to be conveyed to the bidders to whom the original NIT is issued.

P. Grievance Redressal during the NIT Process:-

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

R. Scope and services:

Provide the following services under the contract to keep the systems & peripherals in good working order.

- (a) Scheduled preventive maintenance (PM) once **in Six Months** for all systems and peripherals as detailed in Annexure-3. PM can be clubbed with corrective maintenance. VENDOR/CONTRACTOR would submit these calls sheets/ PM reports to Central Project Coordinator. In case VENDOR/CONTRACTOR fails to submit PM reports, penalty clause will apply. PM shall be carried out within a month of the following the period. If not, then a penalty equal to thrice the amount of penalty rate is applicable, beyond this period, 5% of AMC amount will be added on weekly basis. If the penalty amount of VENDOR/CONTRACTOR exceeds the AMC amount then the issue will be taken to the higher authorities and VENDOR/CONTRACTOR may not be considered for subsequent award of AMC.
- (b) Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the system. This includes replacement of unserviceable parts. The parts replaced will either be a new parts or equivalent in performance to new parts. Whether a defective item or components is to be replaced or repaired shall be at the reasonable discretion of vendor. In the case of a part, the defective part removed from the system will become the property of VENDOR.
- (c) Antivirus/Anti phishing/firewall/spyware/online support: This contract includes the Anti-Virus software support on the systems covered under the contract. Any problem related to system virus will be attended and rectified. VENDOR/CONTRACTOR will update their anti-virus software as and when required and also during preventive maintenance of the systems. The calls for virus will be treated in similar way as normal break down call.

S. General Terms & condition:



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- (a) The AMC rates mentioned in this Contract will be valid for one year from date of work order. The Contract may be renewed as per Rules with same terms and conditions provided by RHC is satisfied with the services of VENDOR/CONTRACTOR or on the terms and conditions that mutually accepted by Rajasthan High Court and VENDOR. Either party can terminate the contract at any time by giving three month notice in writing.
- (b) AMC is comprehensive in nature and includes all parts of the Laptop (including Battery, Screen, charging cable with adaptor also). Any defective part of the Laptop has to be repaired/replaced by the vendor at his own cost. Parts so replaced should be new original parts of the OEM depending on the item under contract. All small accessories of Laptop which are essential for running the item are covered under AMC.
- (c) The contract will also include providing the Facility Management System including software/specialized software installation/OS installations ensuring/configuring network connectivity on all clients/configuring emails on all clients wherever required.
- (d) The new equipments purchased will included in AMC as soon as warranty expires or after the expiry of the common date of warranty of upgraded items, if the items are purchased in lot over a period. This will be done through Addendum signed by Rajasthan High Court and VENDOR.
- (e) The new upgrade items (Memory, HDD, MM Kit etc.) purchased from VENDOR/CONTRACTOR or any other vendor and upgraded into the existing AMC system will be included in AMC with VENDOR/CONTRACTOR as soon as warranty expires or after the expiry of the common date of warranty of upgraded items, if the items are purchased in lots over a period. This will be done through Addendum signed by High Court and VENDOR.
- (f) For down time calculation, the day on which the call is lodged will not be taken as part of downtimes. Also if the user is not able to hand over the system to VENDOR/CONTRACTOR engineer for maintenance purpose, such time will not be considered for the down time penalty.
- (g) The maintenance services will be comprehensive and will include cost of labor, faulty parts/complete equipment replacement of same or higher configuration etc. The cost of transport/movement (as and when required) of contractor's personnel and items (for AMC and FMS) between Place of posting of the Judicial Officer, Rajasthan High Court and other location will also be part of maintenance services. For defective hard disk the contractor will provide the new hard disk and **defective hard disk will be the property of Rajasthan High Court**. At any stage no hard disk will be permitted to be taken out of Court premise and our other location situated in all Rajasthan.
- (h) In case, the system is not repairable at site it can be sent out of site under specified guidelines with returnable Gate Pass.
- (i) Repair includes repair of Operating System provided by RHC, commonly used Office Software as may be provided by RHC and their installation and all hardware parts.
- (j) A special customized version of Ubuntu Linux is used on these Laptops. The contractor will also provide Anti Virus Software Anti phishing/firewall/spyware/online of standard / best company, which is compatible with this version of Ubuntu Linux. The contractor's engineers will be required to load/install as well as regular updating of the anti-virus software on all PCs, WSs and Server's during contract period.
- (k) These personnel will be sent to any other location in Rajasthan at NO extra cost as and when required for maintenance of Laptop and peripherals installed there under this AMC.



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- (l) Required personnel to be provided as part of Maintenance as part of **Facility Management Service (FMS)** to Rajasthan High Court. The contractor may provide more personnel than projected by Rajasthan High Court but at NO extra cost. Also for certain critical cases, the firm will be required to provide specialist for repair/inspections (diagnosis) at no extra cost.
- (m) Vendor/Contractor will provide a list of probable personnel under FMS.
- (n) Vendor/Contractor has to maintain a regular Call Register and maintain record of every call received from Judicial Officer / Staff with regard to repair of LAPTOP for effective and quick services.
- (o) Vendor/Contractor has to provide escalation matrix for prompt and quick service.
- (p) AMC charges will be based upon the actual number of items handed over to the contractor for maintenance at the rate negotiated and accepted by Rajasthan High Court's Tender Procurement Committee for different types of equipments.
- (q) The total number of items shown in **Annexure 1** may vary i.e. it may increase/decrease at the time of awarding contract, as well as during the period of AMC i.e. some LAPTOP may be included or excluded during the period of AMC. The actual cost of AMC will be based on actual number of items brought under AMC. It is expected that during the contract period, more equipment may be included/excluded for maintenance and repair services of AMC. These equipments will be included/excluded on pro-rata basis.
- (r) The contractor will resolve the issues beyond the scope of deployed manpower.
- (s) Repair status will be cleared after user is satisfied with the repair.
- (t) Data recovery is part of the maintenance contract and is in the scope of work.
- (u) Contractor/Vendor is liable to handover all the hardware under its AMC to the successor in working condition, failure of which shall leads to non release of Bank Guarantee by Rajasthan High Court . The Bank Guarantee shall be forfeited if the item / equipment is not brought to working condition within 6 months of expiry of AMC contract.
- (v) Further, the Vendor's/Contractor's engineers shall install and configure licensed software (OS/RDBMS/Any Other) if the necessity arises. The software and manuals will be provided by Rajasthan High Court. The contractor will ensure that the RSEs are updated of their technical knowledge on regular basis by sending them on short term training capsules.
- (w) This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm, lightning, and other natural calamities. Physical damage to equipments is also not covered under the scope of AMC support.
- (x) At each location, SO/SA of concerned district will keep record of machine failure including the nature of failure, date and time of booking the complaint (at mutually agreed location), when the machine as made up and the total down time. This record will be signed by VENDOR/CONTRACTOR service engineer and SO/SA of concerned district. This can be done either through the complaint register.
- (y) Any new hardware will be brought into maintenance through a written intimation or the Addendum. The new hardware will be inspected by VENDOR/CONTRACTOR and its maintenance will be taken up after acceptance of the same. In case High Court decides to withdraw any equipment from contract during the AMC period, the same would be taken out of this contract with written information to VENDOR.



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- (z) To monitor the maintenance activity and to discuss other related matters, a monthly meeting between High Court and VENDOR/CONTRACTOR will be held at Jaipur/Jodhpur on consent of Central Project Coordinator.
- (aa) Any damage to the system when the system gets burnt due to short circuit or other internal damage would not be covered under this contract and it will be discussed mutually on case to case basis.
- (bb) This contract is made for all Laptops including all parts thereto used by Judicial Officer of Rajasthan.
- (cc) This contract does not cover any database or user application related problems.
- (dd) For OS support, user will provide a set of OS licensed versions.
- (ee) The contract will initially be for one calendar year, extendable to as per rules on same terms and conditions with updated list of equipment and increase in price not more than 10% of total AMC with FMS cost. RHC, JODHPUR reserves right to cancel the contract by giving prior notice of one month if satisfactory services are not provided by the contractor.
- (ff) As all the working places are the Restricted area, all personnel deployed by the AMC provider should be required to clear police verification, at their own arrangement & the contractor will provide the Identity Cards of their firm to these personnel.
- (gg) The Vendor/Contractor personnel will maintain the confidentiality of data stored on computers systems. The contractor will be required to take appropriate actions in respect to his personnel to ensure that obligations of non-use & non disclosure of confidential information. No staff /RSEs of contractor will carry out any personnel USB drives / Blank CDs and Mobile phone / Camera etc. inside concerned court premises.
- (hh) Concerned Judicial Officer will provide sufficient working place, storage place, communication facility etc. to the contractor for their smooth functioning at no cost. Preventive maintenance schedule: All equipments under the contract will have preventive maintenance once in every six months. The preventive maintenance will include cleaning (both inside and outside) using vacuum cleaner, Cleaning of RAM, checking health of equipment, Cleaning of unnecessary temp files, Registry cleaning, Resolving technical problems. The required tools and softwares for this purpose will be provided by contractor
- (ii) Tenderer's Help Desk / Coordinator will liaise, on behalf of RHC, JODHPUR/JAIPUR, with other different contractors for repair of the equipment, which are under warranty or newly installed.
- (jj) The Vendor/Contractor will maintain minimum 5% inventory of the item / equipment in each category namely Display, Adaptor, Keypad, Mouse pad, batteries, Hard-discs, DVD(RW) Drive, Speaker, Graphics Card, motherboard with required chipset etc. at District Head Quarter Level. The inventory may change depending upon the number of equipments under AMC added or deleted in each category. The items in inventory must be branded and new.
- (kk) The Vendor/Contractor will not leave this contract before completion except under clause 1 of general terms. In the case of leaving the contract by contractor except under clause 1 of general terms, a penalty of 3 times of contract cost or as decided by Registrar General, RHC, JODHPUR/JAIPUR will be imposed and the firm will be blacklisted from RHC, JODHPUR/JAIPUR.
- (II) Firm should be registered in PF, ESI and Labour, Firm should be submitting the PF and ESI Challan at the time of submission the bills.



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(mm) Firm should have no Third Party Support and not sub letting the Services.

Q. Service Assurance:

Maximum acceptable downtime will be **Three** days excluding holidays for major cities, **Five** days excluding holidays for other cities, Seven days excluding holidays for remote locations. For these places, maximum acceptable downtime will be **Seven** working days excluding holidays (Wherever Saturdays are working they should be counted as normal working days).

R. Penalty

a) **Downtime Penalty:** Penalty for completing the calls after the time as indicated in Service Assurance will be as follows:

Item (Laptop)	Penalty (per day)
HP Probook 450 G2 Note Book, ACER TMP257- MG & Acer spire E-15 E5-575G	- 100/-

- (i) Maximum Penalty per day will be limited equal to penalty of system.
- (ii) For OS & AVS support –System penalty will be charged in full only when system is fully not working. If any command line or file is not working in a system, no penalty will be charged.
- (iii) Whenever the system cannot be repaired on site within the specified limits, the vendor will have the option to provide an alternate equipment of matching specification, which will be replaced within the period of **maximum 30 days** with the equipment of same make/ model. Failing to these replacements, penalty clause will apply.

b) **Preventive Maintenance (PM) Penalty :**

Penalty on failure of scheduled PM would be as follows:
Rs 200/- Per Day – for Laptop.

S. Payment Terms:

- (i) Payment will be made on production of pre-receipted bills after due verification /inspection and acceptance of services through Rajasthan High Court, Jodhpur.
- (ii) The payment will be released in quarterly basis and no advance payment will be made.
- (iii) VENDOR/CONTRACTOR will submit quarterly bill along with the downtime statement within one week of completion of the quarter at the Office of Registrar Cum Central Project Coordinator, Rajasthan HIGH COURT, Jaipur Bench, Jaipur. High Court will reconcile this and release the payment within 3 weeks of **submission of quarterly bills along-with the downtime statement** by the VENDOR.
- (iv) However, if due to any reasons, High Court is unable to reconcile the penalty amount, 80% of the total amount or amount equal to last quarter payment, whichever is less, will be released. The balance 20% or remaining amount will be released after reconciling the penalty amount. Penalty of delayed report can be adjusted in the next quarter bill. In case penalty exceeds AMC amount the excess amount may be adjusted in the next quarter bill.
- (v) 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.
- (vi) The vendor/contractor will provide Bank Guarantee at the rate of 10% of the total order value for performance warranty. The contractor should provide an EMD @2% of the value subject by way of Demand Draft in favour of “The Registrar General, Rajasthan High Court,



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Jodhpur". The EMD should be enclosed in Part A (Techno-commercial) bid only. The offers without EMD shall be rejected.

T. Call Registration and completion:

All the maintenance calls will be logged/registered VENDOR/CONTRACTOR will acknowledge each call with a Unique Call ID Number, which is to be used for reference in future. All calls will be made available to VENDOR/CONTRACTOR will prepare the call service slips in triplicate; these will be signed by SO/SA of concerned district and VENDOR/CONTRACTOR. One copy will be given to the user and one copy will be submitted to the concerned controlling officers. Third copy will be retained by VENDOR/CONTRACTOR. No other documents will be used to workout downtime for penalty calculation.

T. Revision of Maintenance Charges:

Changes or enhancement in systems features may necessitate revision of the specified minimum maintenance charges and shall be covered by an addendum.

U. Force Majeure:

VENDOR/CONTRACTOR shall not be liable or deemed to be default of 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 liability ceases under this contract and then both the parties shall discuss the course of action to be taken afterwards.

V. Change of ownership:

The obligation of VENDOR/CONTRACTOR under this contract shall cease forthwith if High Court ceases to the owner of the machine.

W. 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.

X. Arbitration Clause:

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

Any question, dispute or difference arriving 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

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



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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 not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:

Place :

Signature of Bidder

Name:

Designation:

Address:



Annexure-C

Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

(1) Filing an appeal

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

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

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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



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(6) Fee for Filling Appeal

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

(7) Procedure for disposal of appeal

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



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Form No. – 1

Memorandum of Appeal (See sub-rule 1 of rule 83)

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

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

1 Particulars of appellant:

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

(ii) Official address

:.....

(iii) Residential address

:.....

2. Name and address of the respondent(s)

(i)

(ii)

(iii)

2. 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

3. 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-E 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 Comprehensive Annual Maintenance Contract (AMC) of 1122 Nos. Laptop (HP Probook 450 G2 Note Book, ACER TMP257- MG & Acer Aspire E-15 E5-575G). For implementation of this Annual Maintenance Contract (AMC)

Please find enclosed 2 (two) copies (one original and one duplicate) of our “Notice Inviting Tender” (NIT) in response to the issuance of NIT by RHC for Selection of a Bidder for purchase of laptop for use of Judicial Officer at Rajasthan High Court, Jodhpur. We hereby confirm the following:

- ☐ The NIT is being submitted by *(Name of the Bidder)* in accordance with the conditions stipulated in the NIT/NIT Documents.
- ☐ We have examined in detail and have understood the terms and conditions stipulated in the NIT Document issued by Rajasthan High Court, Jodhpur and in any subsequent corrigendums sent by RHC. We agree and undertake to abide by all these terms and conditions. Our NIT is consistent with all the requirements of submission as stated in the NIT Document or in any of the subsequent corrigendum from Rajasthan High Court, Jodhpur
- ☐ *(mention the name of the Bidder)*, satisfy the legal requirements laid down in the NIT Document. We as the Bidder designate Mr./Ms. *(mention name, designation, contact address, phone no., fax no., E-mail id, etc.)*, as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments, etc. on behalf of us in respect of the project.
- ☐ We affirm that this proposal shall remain valid for a period of *[not less than 3 (three) months]* from the last date for submission of the NIT. RHC may solicit our consent for further extension of the period of validity.

For and on behalf of

Signature (with seal)

(Authorised Representative/
Signatory) Name of the
Person.....

Designation.....

..... (Kindly attach
the authorization letter)



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ANNEXURE-F “TENDER FORM”

RAJASTHAN HIGH COURT, JODHPUR

TENDER FORM FOR THE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) OF 1122 NOS. LAPTOP
(HP PROBOOK 450 G2 NOTE BOOK, ACER TMP257- MG & ACER ASPIRE E-15 E5-575G)
NO. HC/SK/2019-20/291 DATED: 05-08-2019

Addressed to :

Name of the Tendering Authority	Registrar General
Address	Rajasthan High Court, High Court Campus, Jodhpur, (Rajasthan) – 342001
Telephone	0291-2541338, 2545516
Tele Fax	0291-2546974
Email	mailto: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: <input type="text"/> Web-Site: <input type="text"/>
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: _____



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ANNEXURE-1

DETAILS OF ITEMS TO BE COVERED UNDER AMC

S.No.	AMCs	Item	Unit	Location
1	Laptops	(HP Probook 450 G2 Note Book)	867	All over Rajasthan
2	Laptops	ACER TMP257- MG	153	
3	Laptops	ACER ASPIRE E-15 E5-575G	102	

Configuration of Laptop is as under

Description of Item

HP Probook 450 G2 Notebook PC

(i) Specification is as under -

- Intel Core i5 4th Gen.- 4210U Processor, 1.7 GHz, 3MB Cache
- 8GB DDR3 Single Module RAM Expandable upto 16GB with 2 Slots
- 15.6" HD AG Monitor
- 500 GB Hard Disk (5400rpm or higher)
- DVD RW
- Inbuilt HD Webcam
- Dual Inbuilt Speakers
- 2GB DDR3 Integrated Graphic Card
- Gigabit Ethernet
- Required 4 USB Ports (2 x 2.0 & 2 x 3.0)
- Wi-Fi & Standard Bluetooth
- Minimum 4 hours Battery backup under standard working condition rechargeable Battery with minimum 3 year warranty.

(ii) Accessories is as under -

- AC power adapter, headphone & good quality carrying case (backpack); all necessary plugs/utilities; hard disk data encryption; Ubuntu-Linux (12.04) OS customized by the E-Committee, Supreme Court of India provided by the office and driver software in optical media.

(iii) Warranty on site as under -

- Minimum Three year on-site warranty comprehensive including battery and adaptor

ACER TMP257- MG LAPTOPS

(i) Specification is as under -

- Intel Core i5 (5th Gen.) - 5250U Processor, 2.7 GHz, 3MB Cache
- 8GB DDR3 Single Module RAM Expandable upto 16GB with 2 Slots 1600 MHz speed
- 15.6" HD AG Monitor 1920 x 1080 pixel resolution
- SATA 1T B Hard Disk (5400RPM)
- Dual Inbuilt Speakers
- Inbuilt HD Webcam
- 2GB DDR3 Integrated Graphic Card
- Gigabit Ethernet
- Wi-Fi IEEE 802.11b/g/n, Bluetooth 4.0, HDMI Headphone Microphone ports.
- DVD RW
- Required 4 USB Ports (2 x 2.0 & 2 x 3.0)
- Rechargeable minimum 4 hours Battery backup under standard working condition 3 year warranty.
- Weight<= 2.6 K.G.

(ii) Accessories is as under -

- AC Power Adapter, Headphone with Mic., adjustable volume control, having Crystal clear sound, large ear cups with soft cushion to be used for video conferencing, compatible with speech recognition software and other devices using audio. Carrying Case (executive type), all necessary plugs/utilities, hard disk data encryption. Card Reader- SD, Micro SD, MMC.
- Updated OS (customized by eCommittee, the Hon'ble Supreme Court) and driver software in optical media,

(iii) Warranty on site as under -

- Minimum Three year on-site warranty comprehensive including battery and adaptor

ACER ASPIRE E-15 "E5-575G"

(i) Specification is as under -

Processor (Minimum) Intel Core i5 Latest Generation, Speed 2 GHz, Cache 3M ; Memory-Memory 8GB DDR4, Single Module, Expandable upto 16GB with 2 Slots , Speed 1333 MHz speed; Display-15.6 Inches, HD Anti Glare Monitor 1920 x 1080 pixel resolution; Hard Disk Drive- 1 TB, 5400RPM, SATA; Audio-Stereo Speakers; Webcam-Inbuilt High Definition Webcam; Graphics Card-2GB DDR3 Integrated Graphic Card, Speed 1333 MHz speed; LAN-Gigabit Ethernet; Connectivity-WI-FI, Bluetooth 4.0 and HDMI Port; USB-USB Ports (1x 2.0 & 2 x 3.0); Optical Device-Optical Device : DVD RW; Battery Type-Rechargeable battery with minimum 4 hours backup under standard working condition minimum 3 year warranty; Card Reader-SD, Micro SD, MMC Card reader; Pointing Device-Multi Touch Pad; Accessories-Accessories: AC Power Adapter, Headphone, Carrying Case (executive type) all necessary plugs/cables/utilities; Operating Systems OS NIL, Updated OS, Customized by eCommittee, the Hon'ble Supreme Court, to be installed on each device along with drivers for the various devices onboard. All devices should function properly.; Weight-Weight<= 2.6 K.G.; Warranty Min. 3 year on-site comprehensive warranty including battery and adaptor



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

Item Rate BoQ							
Tender Inviting Authority: Registrar General, Rajasthan High Court , Jodhpur							
Name of Work: NIT for Comprehensive Annual Maintenance Contract (AMC) of 1122 Nos. Laptop (HP Probook 450 G2 Note Book, ACER TMP257- MG & Acer Aspire E-15 E5-575G)							
Contract No: NIT No: HC/SK/2019-20/291 Dated : 05.08.2019							
Bidder Name : 							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures To be entered by the Bidder (Inclusive of all applicable taxes)	TOTAL AMOUNT (Inclusive of all applicable taxes)	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	AMC RATE CONTRACT FOR LAPTOPS						
1.1	HP Probook 450 G2 Note Book)	867	Nos	2601000			
1.2	ACER TMP257- MG	153	Nos	459000			
1.3	ACER ASPIRE E-15 E5-575G	102	Nos	306000			
Total in Figures							
Quoted Rate in Words		INR Zero Only					

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



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ANNEXURE-3

PREVENTIVE MAINTENANCE OF LAPTOPS USED BY JUDICIAL OFFICERS OF RAJASTHAN

Bhawan/Location	:	Ministry:
Officer In-charge	:	Period :
Room No	:	Date :
HOD	:	
e-mail id	:	

M/c Type (with S.No) :

Use only one PM sheet for one item

Action taken :

(A) Environmental/Electrical conditions :

- | | | | |
|------|---------------------------------|-------|-------------|
| i) | Dust Level O.K. | : | _____ (Y/N) |
| ii) | Temperature | : | |
| | (Recommended 22 to 28 degree C) | | |
| iii) | Humidity O.K. | : | _____ (Y/N) |
| iv) | Voltage | L-N : | |
| | | L-E : | |
| | | N-E : | |

(B) System

- | | | | |
|------|-------------------------|---|-------------|
| i) | Cleaned | | |
| | a) Dust | : | _____ (Y/N) |
| | b) FDD | : | _____ (Y/N) |
| | c) CD ROM Lens | : | _____ (Y/N) |
| | d) Printer sensors | : | _____ (Y/N) |
| ii) | Configuration Checked | : | _____ (Y/N) |
| iii) | OS/ Drivers Checked | : | _____ (Y/N) |
| iv) | Network Connectivity OK | : | _____ (Y/N) |
| v) | Performance OK | : | _____ (Y/N) |

(C) Virus Checked OK :

- | | | | |
|----|--------------------|---|--|
| i) | Virus Scanner Used | : | |
|----|--------------------|---|--|

General Layout :

Suggestions (If any) :

Remarks :

User:

Name	:	
Designation	:	
e-mail id	:	
Phone No	:	

Engineer

Name	:	
Organization	:	



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ANNEXURE-4

FORWARDING LETTER / SELF DECLARATION FORM

(To be submitted on Bidder's letter head)

To

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

Sub: Your Tender Notice No: HC/SK/2019-20/291 Dated : 05.08.2019

Sir,

This is with reference to your above mentioned tender for Annual Maintenance of Laptops used by Judicial Officers of Rajasthan. Having examined the terms and conditions in the tender document, I/we hereby submit our proposal along with the necessary documents for annual maintenance contract. . I/ *Whereby* 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:



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Annexure-5

Details of escalation matrix (To be submitted by the bidder)

Reference : Your Tender Notice No: HC/SK/2019-20/291

Dated : 05.08.2019

Sl. No.	Name of the Engineer	Details of Educational Qualification	Documentary Evidence	No. of Years with the Vendor	Documentary Evidence
1					
2					
3					

A copy of each of the documentary evidence mentioned above should be attached.

Signature of the Tenderer

Name:

Designation:

Date:

Place:

Company Seal



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ANNEXURE-6 Organisation Detail Format

Tender Notice No: HC/SK/2019-20/291

Dated : 05.08.2019

Addressed to :

Name of the Tendering Authority	Registrar General
Address	Rajasthan High Court , High Court Campus, Jodhpur, (Rajasthan) – 342001
Telephone	0291-2541338, 2545516
Tele Fax	0291-2546974
Email	mailto: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: <input type="text"/>
Fax No.			
Mobile Number			
Certification/Accreditation/Affiliation, if Any			

We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

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



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ANNEXURE-7: SELF-DECLARATION – NO BLACKLISTING {to be filled by the bidder}

To,

{Tendering Authority},

Sub: Your Tender Notice No: HC/SK/2019-20/291 Dated : 05.08.2019 .

In response to the Tender 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 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 canceled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



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ANNEXURE- 8: UNDERTAKING ON AUTHENTICITY OF ALL ITEMS and ALLIED EQUIPMENTS

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

To,

{Tendering Authority},

Reference: Tender Notice No: HC/SK/2019-20/291 Dated : 05.08.2019

This has reference to the items being supplied/ quoted to you vide our bid No:
HC/SK/2019-20/291 Dated :05.08.2019

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

Note: The signing Authority should be no lower than Company Secretary of the OEM.



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ANNEXURE-9: 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 Nationalized/ Scheduled bank having its branch at Jodhpur)
(Payable at par at Jodhpur)

To,
Registrar General,

Rajasthan High Court ,

Jodhpur.

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



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6. RHC shall have the fullest liberty without our consent and without affecting in any manner our obligations here under 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/CONTRACTOR 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.
7. 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).
8. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RHC in writing.
9. 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).
10. 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.
11. 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.
12. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1)

(2)

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:



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GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfill 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 Nationalized Bank/ Scheduled Commercial Bank only.
5. Non-Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RHC
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:



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ANNEXURE-10:

DRAFT AGREEMENT FORMAT

(As per rules 0.25% of order or on Rs. 15,000/- Non-Judicial Stamp Paper)
{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 organization) 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: -

- c) Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated. _____ valid upto _____.
- d) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- e) 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. The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No: HC/SK/2019-20/291 Dated : 05.08.2019 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.
- 2) 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.



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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	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.0 %

- 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.
 - The maximum amount of liquidated damages shall be 10% of the desired Lot.
 - *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 in 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 here to have set their hands on the ____ day of ____ (Year).

Signature with Seal of the Approved
supplier/ bidder

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

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1



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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 confirm 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 decut 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 – 12 : 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 service and 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[2]				
27	Rajsamand				
28	Sawai Madhopur				
29	Sikar				
30	Sirohi				
31	Sri Ganganagar				
32	Tonk				
33	Udaipur				



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ANNEXURE-13: FINANCIAL BID UNDERTAKING {on bidders letterhead in technical bid}

To,
Registrar General,
Rajasthan High Court,
Jodhpur

Reference:-**HC/SK/2019-20/291** Dated : **05.08.2019**

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price- bid given in **Annexure-2**.

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: