



RAJASTHAN HIGH COURT, JODHPUR

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



सत्यमेव जयते

RAJASTHAN HIGH COURT, JODHPUR

Notice Inviting Tender (NIT)

**FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF 08
NUMBER OF HIGH SPEED PRINTERS, 16 NUMBER OF
DESKTOP COMPUTER & 08 NUMBER OF SCANNER AT
RAJASTHAN HIGH COURT, JODHPUR & JAIPUR BENCH**

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

Rajasthan High Court, Jodhpur (Rajasthan)

Phone: 0291-2888500-504 Fax: 0291-2888080

Web: <http://www.hcraj.nic.in>

Email: hc-rj@nic.in, store-rhc@hcraj.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/ Gol.
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
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.
Purchase Officer	Registrar General or any other officer authorized by Registrar General



DISCLAIMER

The information contained in this Notice Inviting Tender (NIT) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the Registrar General, Rajasthan High Court, Jodhpur, or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this NIT document and any other terms and conditions subject to which such information is provided.

This NIT document is not an agreement and is not an offer or invitation by the Rajasthan High Court or its representatives to any other party. The purpose of this NIT document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This NIT document does not purport to contain all the information, which each Applicant may require. This NIT document may not be appropriate for all persons, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this NIT document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this NIT document and obtain independent advice from appropriate sources. Rajasthan High Court, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the NIT document. Rajasthan High Court may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT document.



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RAJASTHAN HIGH COURT, JODHPUR

Notice Inviting Tender

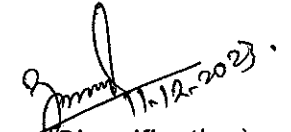
No. HC/SK/Procurement/2023-24/93

Dated 11.12.2023

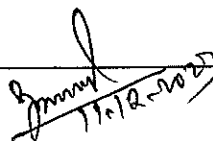
Bids For the supply, installation & maintenance of 08 number of High Speed Printers, 16 number of Desktop Computer & 08 Number of Scanner at Rajasthan High Court, Jodhpur & Jaipur Bench, Jaipur are invited online tender from interested bidders upto 02.01.2024. Other particular of bid may be visited on the procurement portal (<https://eproc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in>) of the state and <https://hcraj.nic.in/hcraj/tender.php>. (Estimated Tender Cost Rs. 32,80,000/-)

UBN No.

By order,


Registrar (Classification)

UBN is: RHC2324GLOB00030


11/12/2023



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RAJASTHAN HIGH COURT, JODHPUR NOTICE INVITING TENDER

No. HC/SK/PROCUREMENT/2023-24/93

Dated: 11.12.2023


Rajasthan High Court, Jodhpur invites online bids "For the supply, installation & maintenance of 08 number of High Speed Printers, 16 number of Desktop Computer & 08 Number of Scanner at Rajasthan High Court, Jodhpur & Jaipur Bench, Jaipur" For implementation of this purchase Notice Inviting Tender (NIT) is invited from eligible Govt./Non-Govt/Private Sector companies. All details related to this NIT can be viewed and downloaded from websites: <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> & <http://hcraj.nic.in>. Proposals should be submitted online in electronic format on the website: <http://eproc.rajasthan.gov.in>.

Cost of Tender Document (non-refundable) (in Favour of Registrar General, Rajasthan High Court, Jodhpur)	Rs. 1000/- (Rupees One Thousand Only)
RISL Processing Fee (non-refundable) (in Favour of MD, RISL, Jaipur)	Rs. 500/- (Rupees Five Hundred Only)
Estimated Project Cost	Rs. 32,80,000/- (Rupees Thirty Two Lakh Eighty Thousand only)
Earnest Money Deposit (EMD)	2 % of Estimated Cost
Publishing Date/Time	14.12.2023 at 10:00 A.M.
NIT Download Start Date/Time	14.12.2023 at 10:30 A.M.
Bid submission Start Date/Time	14.12.2023 at 11:00 A.M.
NIT Download End Date/Time	02.01.2024 at 04:30 P.M.
Bid submission End Date/Time	02.01.2024 at 05:00 P.M.
Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*	03.01.2024 at 02:00 P.M.
Technical Bid Opening Date/Time	03.01.2024 at 03:00 P.M.
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified Bidders

Note:

- (1) Tender fees, processing fee and EMD shall be deposited by the bidders separately as applicable by way of DD/Banker's cheque as 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 last date & time for submission Tender Fee, its Bid shall not be accepted.

By Order


Registrar (Classification)

UBN is: **RHC2324GLOB00030**



INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

- 1) Rajasthan High Court, Jodhpur invites electronic bid (eBid) proposals from reputed, competent and professional Information Technology (IT) Firms, who meet the minimum eligibility criteria as specified in this bidding document for **“For the supply, installation & maintenance of 08 number of High Speed Printers, 16 number of Desktop Computer & 08 Number of Scanner at Rajasthan High Court, Jodhpur & Jaipur Bench, Jaipur”**, as detailed in the section titled **“scope of work”** of this NIT document.
- 2) The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>.
- 4) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) A single-stage two envelope selection procedure shall be adopted.
- 6) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and EMD should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
- 7) RHC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 8) Please note that a pre-bid meeting of prospective bidders, who have purchased the tender/ bidding document or submit tender fee, is scheduled as per the details specified in Notice Inviting Tender (NIT) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.
- 9) No contractual obligation whatsoever shall arise from the NIT/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
- 10) RHC disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.



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GENERAL INFORMATION AND INSTURCTIONS TO BIDDER

a. Name of the Authority Inviting Tender

Registrar General, Rajasthan High Court, Jodhpur, (Rajasthan) – 342013
Phone: 0291-2888500-504, 2888385 (Store Section) Fax: 0291-2888080,
Mail to: hc-rj@nic.in, store-rhc@hcraj.nic.in Website: <http://www.hcraj.nic.in>

b. Scope of Work:

The bidder(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Sale for twelve months and End of Service/ Support for Thirty Six months from the date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support in the period mentioned above, then the bidder(s) shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

c. Eligibility Criteria:

The NITs shall qualify based on the following eligibility criteria-

No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	1.The bidder should be a company/Distributor/ registered firm.	1. Copy of Registration Certificate(s) of incorporation
2.	Net Worth	The net worth of the bidder in the last financial year, should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last financial year
3.	Tax registration and clearance	The Bidder should have a registered number of i. GST iii. Income Tax / PAN / TIN number.	- Copies of relevant registration certificates
4.	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-8
5.	Sales in India	The OEM/Distributor should have ready to supply in one shot in specific time.	Undertaking
6.	Registration of the Bidder:	The bidder should be registered body under the Societies Registration Act/Indian Religious and Charitable Act/ Indian Trust Act/Companies Act or their state counterparts for more than three years at the time of submission of proposal.	Copy of Certificate(s) of Registration
7.	Experience in implementation and management of such projects/ schemes:	Minimum three year of experience in implementation of such project. The work-orders and/or any other supporting documents/experience certificates issued by the competent authority of the client pertaining to such works done satisfactorily in the past should be provided. In addition to proof of experience in last three year. The bidder must executed one single purchase order of 80% of tender Value or Two purchase order of 60% of tender value or Three purchase order of 40% of the value With nature & complexity like the scope of requirement desired in scope of Work	Executed supply order/experience certificate
8.	Financial Soundness/Stability:	A proposal may come from a single entity having a minimum average annual turnover as per norms for last three financial years. The bidder must attach audited accounts as supporting documents. Un-audited accounts will not be considered.	CA Certificate with CA's Registration Number/ Seal
9.	Annual Turnover	The total annual turnover of bidder's from supply of ICT Equipments in India should be more than or equal to 100% of tender value in last three financial year.	CA Certificate with CA's Registration Number/ Seal indicating turn over of the firm in last three financial year



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d. 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”.

e. Declarations:

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

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.

f. Earnest Money Deposit

(a) Bid must be submitted along with EMD, which was **2%** of Projected Cost in the form of Demand Draft/Bank Guarantee/Banker Cheque of any scheduled commercial bank, drawn in favor of Registrar General, Rajasthan High Court, Payable at Jodhpur. NIT submitted without EMD amount are liable for rejection.

(b) Bidder not wants to fill bid for all type of hardware, may fill the tender for the type of hardware of their choice and EMD may be deposited as 2% of the tender cost of that type of hardware only.

(c) In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

(d) Every bidder, if not exempted, participating in the bidding process must furnish the required earnest money deposit as specified in the Notice Inviting Tender (NIT).

(e) EMD of a bidder lying with Rajasthan High Court in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids.

(f) Form of EMD: The EMD may be deposited in the form of a Bank Guarantee (Unconditional & Irrevocable) in favour of “Registrar General, Rajasthan High Court” payable at “Jodhpur”. The EMD shall be valid for the period of Bid Validity as mentioned in the NIT. The same shall be payable at par at “Jodhpur”.

(g) Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder(s), the EMD, if feasible, may also be adjusted in arriving at the amount of the PSD.

(h) Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-

(i) When the bidder withdraws or modifies his bid proposal after opening of bids.

(ii) When the bidder does not execute the agreement after placement of order within the specified time.

(iii) When the bidder fails to commence the supply of the goods and service as per purchase/work order within the time prescribed.

(iv) When the bidder does not deposit the security money after the purchase/ work order is placed.

(v) To adjust any dues against the firm from any other contract with RHC.

g. 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. Should he 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.

h. 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.



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i. Documents comprising the Bid-

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

I. Technical bid

II. Financial bid

b. Technical bid shall include the following documents:

SNo.	Documents Type	Document Format
1	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory
Fee Details		
2	Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque
3	RISL Processing Fee	Scanned copy of DD/ Banker's Cheque
4	EMD (2% of estimated cost)	Scanned copy of DD/ Banker's Cheque
Pre-Qualification Documents		
5	Tender Form	as per Annexure-6
6	Bidder's Authorization Certificate	as per Annexure-7
7	Self Declaration NO BLACKLISTING	as per Annexure-8
8	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
8	Certificate of Conformity/ No-Deviation	as per Annexure-9
9	Financial Bid Undertaking	as per Annexure-10
10	Manufacturer's Authorization Form(MAF)	as per Annexure-11
11	Undertaking of Authenticity	On non judicial stamp paper of Rs. 100 as per Annexure- 12
12	Technical Specification & Components Offered	as per Annexure- 2
13	Compliance Sheet for the supplied items	Compliance sheet as per Annexure -3 from OEM on their letterheads.
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.		

c. Financial bid shall include the following documents:

SNo.	Documents Type	Document Format
1	Price Bid (BoQ).xls	As per Annexure-4

j. Method for submission of the Proposal:

a. Two stage-Two envelope/ cover system shall be followed for the bid:

I. Technical bid

II. Financial bid

b. Online Bids submitted in TWO Envelopes as Follows:

Envelope-1(Following documents to be provided as PDF file)			
Sr.	Documents	Content	File Types
1.	EMD & Fee	The scanned copy of EMD and Fee instruments	.PDF
2.	Eligibility Criteria	The requirements as mentioned in the Page 07 to 23. With complete BID document duly seal & signed and also the required documents and Annexures.	.PDF
3.	Technical Bid with Compliance Statement	The certified copies of documents as per Annex. -2 and compliance statement as per Annex. -3	.PDF
Envelope-2(Following documents to be provided as XLS file)			
1.	Financial Bid (BOQ)	Gross Total Value Financial bid as per Annexure -4	.XLS
Note : Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price needs to be submitted only on e-procurement website as per the BoQ template.			



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k. 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.

l. Modification/withdrawal of the Proposal:

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

m. The bidders should note the following

- a. That the incomplete bid in any respect or those that are not consistent with the requirements as specified in this Request for Proposal 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.
- b. Strict adherence to formats, wherever specified, is required.
- c. All communication and information should be provided in writing.
- d. 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.
- e. 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.
- f. The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with RHC or Institutional or purchaser. 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.
- g. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. the Committee 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 Committee constituted under the Chairmanship of Purchase Committee, if satisfied.
- i. The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal 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.

n. Grievance Redressal during the NIT Process:-

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

o. Time Schedule for submission of the Proposal:

RHC may, in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of addends. Communication of such extension to be conveyed through websites.



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p. Bid Prices

- a. The bidder shall give the total composite price inclusive of all levies and taxes i.e. F.O.R Store. The offer of the firm shall be in Indian Rupees only. No foreign exchange will be made available by the Institute. The place of supply may change without any cost.
- b. The prices quoted by the bidder shall remain fix during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

q. Technical & Financial Evaluation

1. Detailed technical evaluation shall be carried out pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For the purpose of this clause, the substantially responsive bid is one that conforms to eligibility and all the terms and condition of the tender without any material deviation. The RHC's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The RHC shall evaluate the technical bids to determine whether they are complete, whether required security have been furnished, whether the documents have been properly signed and whether the bids are in order.
2. The purchase committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.
3. A bid determined as substantially non-responsive will be rejected by the RHC and shall not be allowed to be responsive by correction of the nonconformity.

r. Demonstration of Samples:

Samples of product offered may be submitted at the time of opening of bid before the purchase committee. The committee may call for the samples at any point of time.

s. Security Deposit

- a. The successful/ selected bidder(s) shall, within fifteen (15) days of the notification of Contract award, provide a security deposit 5% of the total agreed/ ordered project value for the due performance of the Contract in the amounts and currencies specified in the work order.
- b. The proceeds of the security deposit shall be payable to the Purchaser as compensation for any loss resulting from the successful/ selected bidder(s) failure to complete its obligations under the Contract.
- c. ***Form of security deposit:***
Successful bidder will have to deposit PERFORMANCE SECURITY DEPOSIT in the form of Demand Draft/Fixed Deposit/Bank Guarantee (Unconditional & Irrevocable) in favour of "Registrar General, Rajasthan High Court, Jodhpur".
- d. ***Refund of performance security deposit:***
Performance Security Deposit shall be refunded within three (03) month after expiry of guarantee / warranty period.

t. PERFORMANCE SECURITY DEPOSIT shall be forfeited in the following cases:

- a. When any terms and condition of the contract is breached.
- b. When the Supplier/ Selected bidder(s) fail to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
- c. To adjust any dues against the firm from any other contract with RHC.
- d. No interest will be paid by R.H.C. on the amount of EMD and security deposit
- e. Proper notice will be given to the Supplier/ Selected bidder(s) with reasonable time before EMD/ SECURITY DEPOSIT is forfeited.
- f. Forfeiture of EMD/SECURITY DEPOSIT shall be without prejudice to any other right of R.H.C. to claim any damages as admissible under the law as well as to take such action against the Supplier/ Selected bidder(s) such as severing future business relation or black listing, etc.



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u. Documents/Certificates

The Tendering firms/agencies are required to submit the self attested photocopies of following documents, failing which their bids will be summarily/out-rightly rejected and will not be considered further;

- d. Registration certificate as per existing norms (indicating the legal status company/partnership firm/proprietorship concern, etc.);
- e. Copy of GSTIN/CST/VAT/TIN Registration Certificates
- f. Copy of PAN Card;

v. Signing of the bids

- a. The bid shall be typed or hand written. All pages shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.
- b. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- c. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person/persons signing the bid.

w. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

x. No withdrawal after submission of bids

No bidder will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm shall stand forfeited.

y. Non acceptance of the tenders received after the last date

Tenders received after the last date and time prescribed in the NIT shall **not be** accepted under any circumstances.

z. Non transferability and Extension of last date

This tender document is non transferable. The Registrar General, Rajasthan High Court, Jodhpur may in his discretion can extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.



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TERMS & CONDITIONS FOR TENDER AND CONTRACT

The Contract shall be governed by the following terms and conditions:-

A. Rates/ Prices

1. The rates should be quoted in Indian Rupees only in words as well as in figures. All the Taxes and Duties such as Excise duty, sales tax, VAT, GST etc. must be included in the quoted price.
2. Rates once be quoted (inclusive all taxes) should be final. No claim for compensation or loss caused due to fluctuations or any other reasons will be entertained.
3. In case of discrepancy between the amounts in figures and words, the amount in words will only be considered for the purpose.
4. Rates should be quoted F.O.R. Destination (Free delivery at Store Section).

B. Penalty

1. If the Bidder/firm stops the supply without completing it, this office may impose penalty.
2. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to accept/reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
3. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to award the tender to more than one Bidder.
4. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to relax/ withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
5. The Office reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.
6. If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted and its EMD/SECURITY DEPOSIT shall be forfeited.

C. Specifications

- a. All articles supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to "As per office specification".
- b. All articles supplied shall conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplied material shall be of the very best quality and description. The decision of the Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.

D. Extent of quantity – Repeat orders :

- a. If the orders are placed in excess of the quantities shown in the Tender Form, the Bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided as per rules. If the Bidder fails to do so, the Purchase Committee shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the Bidder.
- b. If the Purchase Committee does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the Bidder shall not be entitled to claim any compensation.

E. Liquidated damages: In case of extension in the delivery period with liquidated damages the recovery shall be made as per rules. The supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance; he shall apply in writing to the authority, which has 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.



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F. Basis of awarding the contract

The contract shall ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms & conditions.

G. Delivery

In case, the firm fails to complete the supply order within the specified period from the receipt of supply order, order will be completed from other sources and the difference of cost, if any, will be recovered by issuing notice and necessary action for blacklisting the firm may also be taken.

H. Guarantee/Warranty

1. In the event of supply, any item found to be defective, damaged, the firm/bidder has to replace the same free of cost.
2. In case of recurrence of defects in the items, the item shall be replaced.
3. Guarantee/Warranty is as per mentioned in the BOM

I. Agreement

The successful bidder shall submit the Agreement if required in accordance of this office format on Non Judicial Stamp of Rs. 500/- duly signed and submit the same to the office within a week of the receipt of the supply order. All charges in this regard will be borne by the bidder.

J. Insurance:

1. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designates project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
2. The goods will be delivered at the FOR destination in perfect condition.

K. Rejection:

1. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder(s) at his own cost within the time fixed by the Purchase Officer.
2. If, however, due to exigencies of RHC, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder(s) of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
3. The rejected articles shall be removed by the selected bidder(s) within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the supplier's/ bidder's/ selected bidder's risk and on his account.

L. General /others

1. The goods/items/stores should be supplied within **30 (Thirty) days from the date of issue of purchase order/supply order.**
2. The goods/items shall be delivered to Rajasthan High Court, Jodhpur / Jaipur or any designated place of the office. Unloading of goods / stores and delivery to store at above mentioned place shall be responsibility of the firm.
3. The supplier will be liable to replace the rejected /damaged goods to the stores within 10 days, failing which the legal action will be taken as deemed fit by the Department.
4. The tenderer must confirm in writing that the goods supplied by them shall be as per specification of goods mentioned in the NIT and in case any duplicate/identical goods of varying quality supplied by them, the order shall be cancelled and goods shall be purchased from the L-2 quoting firm or market, and the difference in price would be recovered from defaulter supplier.
5. The payment will be made through ECS/RTGS on receipt of pre-receipted bill in triplicate. No request for other mode of payment will be entertained. No advance payment will be made in any case.



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6. In case of failure on the part of approved supplier to supply the above mentioned items as per supply order within the stipulated period, the office shall be at liberty to purchase the said items from other sources and the difference of price will be recovered from the defaulter agency who has been awarded the order and this will be binding on the tenderer. If the failure continues for the second time or repeated on the part of approved supplier, the contract shall be cancelled and performance security would be forfeited apart from taking other legal action by this Department.
7. This office reserves the right to reject or to accept any BID, in whole or in part without assigning any reason thereof. This office also reserves the right to renew or extend the contract for such period(s) as it may deem necessary, taking into account the satisfactory performance/services rendered by the contractor during previous year.
8. The order may be placed with one or more than one firms depending upon rates and other factors viz L.1 rates, quality of the products etc.
9. The Bidders will be bound by the details furnished by Registrar General, Rajasthan High Court, Jodhpur, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
10. In any circumstances, the firm shall not appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.
11. All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the Bidder only.
12. Purchase committee reserves the right to accept/reject any or all the bids in whole or in part at any stage without assigning any reason whatsoever and is not bound to accept the lowest tender.
13. In spite of above Terms & Condition of Rules of GF&AR and Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 are applicable.

M. BID SUBMISSION PROCESS:-

- 1 Any other document which the Vendor may feel necessary to support the product/bid.
- 2 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/Legal Department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the Company.
- 3 All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- 4 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- 5 Ambiguous bids will be out rightly rejected.
- 6 The Rajasthan High Court will NOT be responsible for any delay on the part of the Vendor in obtaining the terms and conditions of the Tender notice or submission of the Tender bids.
- 7 The offers submitted by telegram/ fax/ e-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- 8 The price shall be for delivery at desired destination in the State of Rajasthan including installation/commissioning and complete operationalization and including statutory levies, if any.
- 9 Conditional Tenders shall NOT be accepted on any ground and shall be rejected straightway.
- 10 Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipments with the Technical Bid. No deviations in terms & conditions of the Tender document as well as technical specifications (on the lower side) will be accepted in any case.
- 11 Tender process will be over after the issue of Purchase Order to the selected Vendor(s).
- 12 Bids not quoted as per the format given by the Rajasthan High Court will be rejected straightway.



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- 13 The bidder must quote for whole mentioned in the Annexures including option items /Services. In case any option items/service not quoted, the bid shall be summarily rejected.
- 14 Vendor should not quote products which are nearly end of life during the empanelment. However, if it happens, empanelled Vendor will supply the next higher version of the technically accepted product at the same administered empanelled price.
- 15 If required the Rajasthan High Court may allow finally empanelled Vendors to supply any of the technically qualified products (Make/Model), depending upon Project requirements, at the same empanelled price provided, documentary evidence as per eligibility criteria is provided.

N. PAYMENT TERMS AND SCHEDULE:

- 1 The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- 2 Due Payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder(s), and the purchaser having accepted it.
- 3 The currency or currencies in which payments shall be made to the supplier/ selected bidder(s) under this Contract shall be Indian Rupees (INR) only.
- 4 All remittance charges will be borne by the supplier/ selected bidder(s).
- 5 In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- 6 Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- 7 Advance Payments will not be made.
- 8 Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective bills.
- 9 Taxes (work contract tax, service tax, VAT/GST, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.
- 10 Supply all the required quantities of items, as mentioned in the BOM given in **Annexure-1 titled "Bill of Material (BoM)" (at Page No-24)**, and having the specifications and all other accessories as mentioned in the Specifications provided in **Annexure-2 titled "Technical Specifications" (at Page No- 25 to 28)** at Rajasthan High Court, Jodhpur and Jaipur Bench, Jaipur.

O. SERVICE LEVEL AGREEMENT AND PENALTIES

- 1 SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware, software & all other accessories supplied as per the Scope of Work as specified in the NIT document based on the agreed Performance Indicators as detailed in the Agreement.
- 2 The Bidder shall provide comprehensive, end-to-end service including supply, validity period and replacement of all the defective items/their components in case of physical damage. No reason shall be entertained (apart from those mentioned in Force Majeure). In case of unavailability of any service given in the Scope of Work in this NIT appropriate penalty shall be levied.
- 3 The selected bidder(s) and RHC shall regularly review the performance of the services being provided by the selected bidder(s) and the effectiveness of this SLA.
- 4 Applicable penalties shall be calculated on Quarterly basis.
- 5 The total Penalty shall not exceed 10% of the total value of the order. Penalty beyond 10% of the total value of the order, on account of any reason whatsoever, will be deemed to be an event for termination on default.



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P. SLA ADHERENCE DURING VALIDITY PERIOD AND SUPPORT SERVICES

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract / Project, failing which the selected bidder(s) is liable to be penalized:

Type of Incident	Target Resolution time	Penalty
Any defect in all the items or any of its part	T+7 days	No penalty
	> T+ 7 days	Rs. 100 /- per day per items till the defect is rectified
	> T + 90 Days	If the selected bidder(s) fails to rectify a defect within 90 days, RHC may proceed to take such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document

Note: "T" is the time when user reports the defect with the all/one of the items at the service support centre / Resident Engineer (as per the contact address provided by the bidder) in person.

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

I/We submit this tender after reading the tender notice (NIT), instruction of terms and conditions contained herein and accepted by me/us.

Dated:
Address:
Mobile Number:

Signature of the Bidder
(with seal)



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:-

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

(5) Form of Appeal

- 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.
- 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.
- 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 Filing Appeal

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

(7) Procedure for disposal of appeal

- 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.
- On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
 - Hear all the parties to appeal present before him; and
 - Peruse or inspect documents, relevant records or copies there of relating to the matter.
- 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.
- 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



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: 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	High Speed Printer	8	Y	60	60	72	72
2	Desktop Computer	16	Y	60	60	72	72
3	Scanner	8	Y	60	60	72	72

- ****Hardware with a reasonable warranty period and accessible support channels for maintenance and repairs. Warranty support should be backed by OEM and it must be ensured by way of authorization letter.**
- Successful bidder has to supply all above items, install necessary softwares and all other accessories as per the instruction of RHC, Jodhpur.
- OEM on site warranty will be commenced from the date of installation of Items
- 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 Rajasthan High Court.
- Successful bidder has to supply all above items, install necessary software and all other accessories as per the instruction of RHC, Jodhpur.
- These Computer Hardwares are to be provided to Rajasthan High Court, therefore, warranty is to be provided at Jodhpur & Jaipur both place, as per the directions of Rajasthan High Court, Jodhpur.
- Vendor should deliver & Install Hardware Components at the Rajasthan High Court 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 **Annexure-2**
- OEM warranty will be commenced from the actual date of Installation in the office concerned, as verified by the concerned office.
- Cartridge refilling will be permissible and warranty will not be treated void if cartridge is refilled.



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ANNEXURE 2: TECHNICAL SPECIFICATION

Item No. -1 : Intel i5 Desktop Computer:

S.no	Features	Specification Description
1	Category	Business segment
2	Form Factor	Small form factor
3	Volume	Not more than 8 Litre
Processor and Motherboard		
5	Processor Family	Intel Core i5 Processor (12th Generation) or better
6	Base Frequency	3.0 GHz or Higher
7	Processor Cache	18 MB or more
8	Motherboard and Chipset	Intel Q670 Chipset M.B.
Memory and Disk Storage		
9	System Memory(RAM)	8 GB DDR-4, 3200 MHz
10	Expandable Memory	Upto 64 GB, at least 2 Slots
11	Hard Disk	512 GB SSD
Platform/Architecture		
12	Operating System	Microsoft Windows 11 Professional with OEM recovery DVD or option of cloud recovery
13	System Architecture	64 Bit
Display and Graphics		
14	Screen Size and resolution	21.5 Inch TFT LED Monitor with TCO8 Certification
15	Graphics Processor	Intel HD or Equivalent Integrated HD Graphics and Sound Controller
Input		
16	Pointer Device and Keyboard	OEM USB Optical Scrolling Mouse, OEM USB Standard 104 Keys Keyboard
Audio		
17	Speakers	Speakers Built-in with CPU Cabinet or Monitor
Communication		
18	Ethernet	Integrated Gigabit Ethernet Controller with IPv6 Competent
Ports/Slots		
19	USB Port	4 x USB 2.0, 4 , USB 3.0, 1 USB type-C
20	Other Ports	Mic-in, Speaker Out, RJ45, VGA, HDMI
Power Supply and Energy Efficiency (Green Compliance)		
21	Power Supply/Adapter	180W Power supply with 90% efficiency.
22	Certification	Preloaded OS undertaking from OEM, Energy Star, EPEAT, RoHS,FCC & UL certified
Security Features		
23	Security Management	Hardware TPM 2.0
Other Specifications		
24	OEM Product	Original Equipment Manufacturer or its Authorized Distributor / Dealers with OEM Certificate only can Bid and Technical compliance on OEM letterhead is mandatory.
25	Warranty	5 Years on site Comprehensive Warranty Support with Level 1 Support from Bidder and Level 2 Support from OEM
26	Service Center	Must have Company Authorized Service Center in Capital City/High Court Place
Note: All the specifications mentioned are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall be considered with no extra weightage for such deviations.		



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Item No. -2 : High Speed Printer:

S.no	Features	Specification Description
1	Printing Method	High Speed Monochrome Laser Beam Printing
2	Control panel	Graphical Touchscreen Interface with minimum 4 inch size
3	Print technology	Laser
4	Print speed (Simplex / Duplex)	70/55 ppm or better (A4 and Legal)
5	First page out	Black (A4 and legal, ready): As fast as 5.1 sec; Black (A4 and legal, sleep): As fast as 7.9 sec in mm
6	Print resolution	Black (best): Up to 1200 x 1200 dpi; With options of lesser resolution viz (600 x 600 dpi),(300 x 300 dpi) etc, as per user requirement
7	Monthly duty cycle	Up to 300,000 pages (A4 and legal)
8	Printer smart software features	Print preview, duplex printing, print multiple pages per sheet (2, 4, 6, 9, 16), collation, watermarks, store print jobs, easy-access USB
9	Fonts and typefaces	105 Internal TrueType fonts scalable In HP PCL 92 internal scalable fonts In HP postscript level 3 emulation (Euro symbol built-in); 1 internal Unicode Fonts (Andale Mono WorldType); 2 internal Windows Vista 8 Fonts (Calibri, Cambria); Additional font solutions available via third-party flash memory card
10	Print area	Print margins Top: 4.3 mm, Bottom: 4.3 mm, Left: 4.3 mm, Right: 4.3 mm; Maximum print area : 212 x 352 mm
11	Duplex printing	Automatic (standard)
12	Processor speed	1.2 GHz
13	Memory	512 MB or above
14	Standard Connectivity	Standard 1 Hi-Speed USB 2.0 Device; 2 Hi-Speed USB 2.0 Host; 1 Gigabit Ethernet 10/100/1000T network; 1 Hardware Integration Wireless hardware accessory. Single band Wireless Station and Wi-Fi Direct functionality
15	Supported network protocols	Via built-in networking solution: TCP/IP, IPv4, IPv6; Print: TCP-IP port 9100 Direct Mode, LPD (raw queue support only), Web Services Printing, IPP 2.0, Apple AirPrint™, FTP Print, Google Cloud Print; DISCOVERY: SLP, Bonjour, Web Services Discovery; IP CONFIG: IPv4 (BootP, DHCP, AutoIP, Manual, TFTP Config, ARP-Ping), Ipv6 (Stateless Link-Local and via Router, Statefull via DHCPv6); Management: SNMPv2/v3, HTTP/HTTPS, Telnet, TFTP Config, FTP FW Download, Syslog; Security: SNMPv3, SSL Cert Management, Firewall, ACL, 802.1x
16	Number of paper trays	Minimum 2 (one multipurpose and one additional input tray)
17	Paper types	Paper (plain, light, bond, recycled, heavy, extra heavy, cardstock, pre-printed, pre-punched, coloured, rough, heavy rough), monochrome transparency, labels, envelope, heavy envelope.



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S.no	Features	Specification Description
18	Paper size	A4, Legal and Custom: Multipurpose tray 1:76 x 127 to 216 to 356 mm; Additional Input Tray 2: 99 x 148 to 216 x 356 mm; Envelope feeder: 90 x 148 to 178 x 254 mm,Supported: Multipurpose Tray 1: A4,legal, A5, A6, RA4, B5 (JIS), B6 (JIS), 10 x 15 cm, Oficio (216 x 340), 16K (195 x 270), 16K (184 x 260), 16K (197 x273), Postcard (JIS), Dpostcard (JIS), Envelope: B5, C5, C6 DL; Additional Input Tray 2: A4,A5, A6, RA4, B5(JIS), B6 (JIS), 10 x 15 cm, Oficio (216 x 340), 16K (195 x270),16K (184 x 260), 16K (197 x273), Postcard (JIS), Dpostcard (JIS);
19	Operating environment	Must function in humid and hot conditions of Rajasthan
20	Power	Requirements: 220 - 240 VAC nominal, @ +/-10% ; 50 - 60Hz nominal +/- 3Hz (min 47Hz, max 63Hz), 6 A; Consumption: 780 watts (printing), 15.3 watts (ready), 3.1 watts (sleep), < 0.1 watts (Auto Off/Manual On), < 0.1 watts (Manual Off); Typical Electricity Consumption (TEC): Energy Star: 1.093 kWh/week; Blue Angel: 2.948 kWh/week; Power supply type: Internal (built-in) 220V Power Supply;
21	Certifications	CISPR 22:2008 (International) Class A, CISPR 32:2012 (International) Class A/EN 55032:2012 Class A, CISPR 35:2016 (International) Class A/EN 55035:2017 Class A, EN 55024:2010+A1:2015, EN 61000-3-2:2014, EN 61000-3-3:2013. Low Voltage Directive 2014/35/EU, EMC Directive 2014/30/EU. Other EMC approvals as required in India. ENERGY STAR® qualified; Blue Angel; EPEAT® Silver; CECP Blue Angel compliant Yes, Blue Angel DE-UZ 205
22	Media handling	Standard input: 100 or more sheet multipurpose feeder, 550 or more sheet additional input feeder, Standard output: 500 or more sheet output bin
23	Supported OS	Windows Client OS (32/64-bit) - Win10, Win8.1, Win7 Ultimate, Mobile OS-, iOS, Android; Mac - Apple® macOS Sierra v10.13, Apple® macOS High Sierra v10.14, Apple® macOS Mojave v10.15; Linux, Ubuntu 20.04 customized by eCommittee, Supreme Court of India
24	Compatible network operating systems	Windows Server 2008 R2 64-bit, Windows Server 2008 R2 64-bit (SP1), Windows Server 2012 64-bit, Windows Server 2012 R2 64-bit, Windows Server 2016 64-bit, Windows Server 2019 64-bit, Citrix Server 6.5, Citrix XenApp and XenDesktop 7.6, Novell iPrint server; Citrix Ready Kit Certification - up to Citrix Server 7.18; Linux; Unix; latest Ubuntu certified by eCommittee, Supreme Court of India
25	Warranty	5 Years comprehensive onsite warranty including all parts except toner cartridge

Bidder is to provide Prices (inclusive of all taxes) for consumable items in following format:

Particular	Model No.	Price	Yield
Toner Cartridge			
Developer			
Drum			

Note:(1) All the above specification should be read as "Equivalent or Higher". All the specifications mentioned are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall be considered with no extra weightage for such deviations.: 1. All the above specifications should be read as equivalent or better.

(2) To decide L1 Price & yield of Toner Cartridge and Drum will also be considered



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Item No. -3 : Scanner:

S.No.	Features	Specifications
1	Scanner Type	Sheetfed means no flatbed
2	Optical resolution	600 dpi (75;150; 200;240;300; 400; 500; 600; 1200 ppi)
3	Light source	LED
4	Scanning side	Sheet feed speeds: (All resolutions up to and including 300 ppi) Simplex 65 A-4 pages per minute Duplex 130 A-4 images per minute
5	Paper Size support	Letter, Legal, Executive, A4, B5, B6, A5, A6, A7, A8, Custom
6	Interface	USB 3.0
7	Single pass duplex	Two scan modes (simplex/duplex) with convenient 2 x 16 character LCD on front-panel
8	Speed : Black and White	Min. 65ppm/130 ipm
9	Speed : Colour	Yes
10	Daily Duty Cycle	Recommended daily duty cycle: 10000 pages or higher
11	ADF Feeder capacity	Standard, 80 sheets or higher
12	Certificate	RoHS or BIS or ISO
13	Compatibility	Ubuntu, Windows
14	Warranty	5 year onsite OEM warranty (Same has to be mentioned on OEM MAF)



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ANNEXURE-3: COMPONENTS OFFERED & COMPLIANCE SHEET OF ITEMS

{Must be filled by the bidder}

Ref.: NIT No: HC/SK/PROCUREMENT/2023-24/

Dated .12.2023

a. **COMPONENTS OFFERED (Please fill the following BOM for all the offered components.)**

S.No.	Product Details (make and model)	Detailed Technical Specification Reference**	OEM Details(Name, Address, E-Mail, Mobile Nos.)

** Please attach detailed specifications (preferably OEM Product Datasheet) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above in the Annexure-2 titled "Technical Specifications")

b. **ITEM WISE COMPLIANCE SHEET FORMAT (for componenets offered)**

Name & S. No. of Item (As per Annex.-2) :			
Make & Model No. of offered Item:			
S.No	Required Configuration/ Specification as per Annexure-2/ after Corrigendum	Compliance (Yes/No)	Specification Offered
1			
2			
4			
5			



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ANNEXURE-4: PRICE BID(BoQ) (on e-Proc website):

Validate

Print

Help

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

Name of Work: NIT For the supply, installation & maintenance of 08 number of High Speed Printers, 16 number of Desktop Computer & 08 Number of Scanner at Rajasthan High Court, Jodhpur & Jaipur Bench, Jaipur

Contract No: HC/SK/PROCUREMENT/2023-24/ Dated .12.2023

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMB ER #	TEXT #	NUMBE R #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Amount in (incl. all taxes) Rs. P	RATE In Figures To be entered by the Bidder Rs. P (incl. all taxes)	TOTAL AMOUNT (incl. all taxes) in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Computer Hardware						
1.01	High Speed Printers	8	Nos	16,80,000.000		0.00	INR Zero Only
1.02	Desktop Computer	16	Nos	11,20,000.000		0.00	INR Zero Only
1.03	Scanners	8	Nos	4,80,000.000		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

Note : 1. The rates shall be filled up separately in given format on e-procurement portal with financial bid.



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ANNEXURE-5: **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 the supply, installation & maintenance of 08 number of High Speed Printers, 16 number of Desktop Computer & 08 Number of Scanner at Rajasthan High Court, Jodhpur & Jaipur Bench, Jaipur

Please find enclosed copy of our "Notice Inviting Tender" (NIT) in response to the issuance of NIT by RHC for Selection of a Bidder for supply of Hardwares 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-6 TENDER FORM

RAJASTHAN HIGH COURT, JODHPUR

{ Bids For the supply, installation & maintenance of 08 number of High Speed Printers, 16 number of Desktop Computer & 08 Number of Scanner at Rajasthan High Court, Jodhpur & Jaipur Bench, Jaipur}

No. HC/SK/Procurement/2023-24/93

Dated 11.12.2023

Addressed to :

Name of the Tendering Authority	Registrar General
Address	Rajasthan High Court, Jodhpur, (Raj.) – 342001
Telephone	0291-2888500-504
Tele Fax	0291-2888080
Email	hc-rj@nic.in , store-rhc@hcraj.nic.in (clearly mention the NIT no. in the subject of the mail)

Firm Details :

Name of Firm			
Name of Contact Person with Designation			
Registered Office Address			
Address of the Firm			
Year of Establishment			
Type of Firm (Public Limited/ Private Limited/ Partnership/ Proprietary)			
Telephone Number(s)			
Email Address/ Web Site	Email:		Web-Site:
Fax No.			
Mobile Number			
Certification/Accreditation/Affiliation, if Any			

- 3) The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. _____ dated _____.
- 4) The requisite RISL processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/ BC _____ dated _____.
- 5) The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- 6) 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:
BIDDER'S AUTHORIZATION CERTIFICATE
{to be filled by the bidder}

To,

{Tendering Authority},

_____ ,

_____ ,

I/ We {Name/ Designation}..... hereby declare/ certify that
{Name/ Designation}..... is hereby authorized to sign relevant
documents on behalf of the company/ firm in dealing (tender No.).

He/ She is also authorized to attend meetings & submit technical & commercial information/
clarifications as may be required by you in the course of processing the Bid. For the purpose of
validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



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ANNEXURE - 8:
SELF-DECLARATION – NO BLACKLISTING
{to be filled by the bidder}

To,

{Tendering Authority},

_____,

_____,

In response to the Tender/ **NIT No. HC/SK/Procurement/2023-24/93 Dated 11.12.2023** for the supply, installation & maintenance of 11 Nos. Hardwares, 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 cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



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ANNEXURE- 9:
CERTIFICATE OF CONFORMITY/ NO DEVIATION
{to be filled by the bidder}

To,

{Tendering Authority},

_____,

_____,

NIT No. HC/SK/Procurement/2023-24/93 Dated 11.12.2023

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



RAJASTHAN HIGH COURT, JODHPUR

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

ANNEXURE-10: FINANCIAL BID UNDERTAKING

{on bidders letterhead in technical bid}

To,

Registrar General,
Rajasthan High Court,
Jodhpur

Reference: **NIT No. HC/SK/Procurement/2023-24/93 Dated 11.12.2023**

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-9.

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 of _____ after the last date fixed for bid submission 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:



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ANNEXURE-11: 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/Procurement/2023-24/93 Dated 11.12.2023**

Sir,

g. 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	Period of end of sale (in months)	Period of end of service (in yrs.)	Period of back to back support (in yrs.)

- 3) We undertake to provide Comprehensive OEM Warranty for the offered Hardware / Software for the period mentioned above.
- 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 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.
- 6) 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:



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

ANNEXURE- 12: 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: **NIT No. HC/SK/Procurement/2023-24/93 Dated 11.12.2023**

This has reference to the items being supplied/ quoted to you vide our bid ref. no. _____ dated _____.

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:



RAJASTHAN HIGH COURT, JODHPUR

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

ANNEXURE-13: 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.
- 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.



RAJASTHAN HIGH COURT, JODHPUR

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- 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:

WTTNESS (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



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ANNEXURE-14: DRAFT AGREEMENT FORMAT

(As per rules Rs. 500/- 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 "First Party", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part) and the RHC which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the First Party has agreed with the RHC to supply to the Registrar General, Rajasthan High Court, Jodhpur, Rajasthan/complete the work through its various Offices as well as at its branch offices throughout Rajasthan, all those articles/work set forth in Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the First Party has deposited a sum of Rs. _____ in the form of: -

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

Now these Present witness:

- 1) In consideration of the payment to be made by the RHC through cheque/ DD/NEFT/RTGS at the rates set forth in the Work Order hereto appended the First Party will duly supply the said articles / complete the work set forth in our Work Order No. _____ dated ____/____/20____ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- d. The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No. _____ Dated: _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- e. Letter Nos. _____ dated _____ received from first party and letter Nos. _____ Dated _____ issued by the RHC and appended to this agreement shall also form part of this agreement.
- a. The RHC do hereby agree that if the First Party shall duly supply the said articles / complete the work in the manner aforesaid observe and keep the said terms and conditions, the RHC will through cheque/ DD / NEFT/RTGS pay or cause to be paid to the First Party at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.



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

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

Note

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

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

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

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

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

Signature with Seal of the Approved
supplier/ bidder

Designation:

Date:

Witness No.1

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

Designation:

Date:

Witness No.1



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ANNEXURE – 15 :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

- a. Account No. :
- b. Type of Account :
- c. Bank Name :
- d. Branch Name & Address :
- e. Contact No. of the branch :
- f. IFSC No. :
- g. PAN No. / GSTIN :

Communication Details

1. Email 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-ri@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 - 16 List of Necessary Required Document for Qualifying in Technical Bid

सभी निविदादाता फॉर्म उनके द्वारा <https://eproc.rajasthan.gov.in> साइट पर आनलाईन अपलोड किये जाने वाले प्रत्येक दस्तावेज पर फॉर्म की मोहर लगाकर हस्ताक्षर करते हुये पृष्ठ संख्या अंकित करें। तत्पश्चात उसके अनुरूप ही स्वयं के लेटर हेड पर नीचे वर्णित सूची को भर कर संलग्न करना अनिवार्य है।

No	Basic Requirement as per RFB	Specific Requirements	Documents Required	Must write Page No. where document attached
1	(1) Legal Entity	As per Eligibility Criteria	As per Eligibility Criteria	
		As per Eligibility Criteria	As per Eligibility Criteria	
2	(2) Net Worth	As per Eligibility Criteria	As per Eligibility Criteria	
3	(3) Sales in India	As per Eligibility Criteria	As per Eligibility Criteria	
4	Tax registration and clearance	As per Eligibility Criteria	As per Eligibility Criteria	
5	Blacklisting	As per Eligibility Criteria	As per Eligibility Criteria	
6	Service Support Centre	As per Eligibility Criteria	As per Eligibility Criteria	
7	Registration of the Bidder:	As per Eligibility Criteria	As per Eligibility Criteria	
8	Experience in implementation and management of such projects/ schemes:	As per Eligibility Criteria	As per Eligibility Criteria	
10	Financial Soundness/Stability:	As per Eligibility Criteria	As per Eligibility Criteria	
11	Declarations:	Every bidder is supposed to submit a declaration in following annexures:- 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”	Annexure - A Annexure - B Annexure - C Annexure - D	



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12	Fee Document	Fee Details	
		Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque
		RISL Processing Fee	Scanned copy of DD/ Banker's Cheque
13	RTGS Details of Firm	EMD (2% of estimated cost of items for which bid is submitted)	Scanned copy of DD/ Banker's Cheque / Bank Guarantee as per RTPP Act, 2012
		on letterheads	as per Annexure-15
14	Document Required	Pre-Qualification & Technical Documents	Document Format
		Bill of Material (BoM)	as per Annexure-1
		Technical Specification	as per Annexure-2
		Components Offered & Compliance Sheet of Items	as per Annexure-3
		Format of the Covering Letter	as per Annexure-5
		Tender Form	as per Annexure-6
		Bidder's Authorization Certificate	as per Annexure-7
		Self Declaration NO BLACKLISTING	as per Annexure-8
		Certificate of Conformity/ No Deviation	as per Annexure-9
		Financial Bid Undertaking	as per Annexure-10
		Manufacturer's Authorization Form(MAF)	as per Annexure-11
		Undertaking on authenticity of all Items and Allied Equipments	as per Annexure-12
15	Complete BID Document (Page 1 to 56) with Seal & Sign of Competent Authority		

Note: -1 उक्त वर्णित Annexure के अतिरिक्त सभी फर्मों को निविदा प्रपत्र में दर्शाई गई समस्त नियम एवं शर्तों से सहमति बाबत निविदा के प्रत्येक पृष्ठ पर हस्ताक्षर मय मोहर कर आवश्यक रूप से संलग्न करना होगा।

Note: -2 चेक लिस्ट नही भरने की स्थिति में निविदा पर विचार किया जाना आवश्यक नहीं है, जिसकी जवाबदेही स्वयं फर्म की होगी।

Note: -3 - निविदादाता फर्म द्वारा उपरोक्त चेक लिस्ट में वर्णित सभी दस्तावेजों की प्रति जिसे आप द्वारा (फर्म द्वारा) आनलाईन स्कैन कर अपलोड किये गये हैं कों अन्तिम दिनांक तक आवश्यक रूप से कार्यालय के भण्डारगृह में जमा करावें।