



RAJASTHAN HIGH COURT, JODHPUR

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



RAJASTHAN HIGH COURT, JODHPUR

NOTICE INVITING TENDER

FOR THE SUPPLY OF FURNITURE ITEMS, ELECTRONICS ITEMS & OTHER
ITEMS FOR USE OF RAJASTHAN HIGH COURT, JODHPUR

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



RAJASTHAN HIGH COURT, JODHPUR

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

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NOTICE INVITING TENDER

No. HC/SK/2018-19/751

Dated:28.02.2019

Rajasthan High Court, Jodhpur inviting bidding for “For the supply of Furniture Items, Electronics Items & Other Items for the use of Rajasthan High Court, Jodhpur” for implementation of this purchase, NITs are invited from eligible private sector/Govt organizations. All details related to this NIT can be viewed and downloaded from website: <http://eproc.rajasthan.gov.in> & <http://hcraj.nic.in>. Proposal shall be submitted online in electronic format on website: <http://eproc.rajasthan.gov.in>.

Cost of NIT Document (non-refundable) (in Favour of Registrar General, Rajasthan High Court, Jodhpur)	Rs. 500/- (Rupees Five Hundred Only)
RISL Processing Fee (non-refundable) (in Favour of MD, RISL, Jaipur)	Rs. 500/- (Rupees Five Hundred Only)
Estimated Project Cost	Rs. 21,64,000/- (Rupees Fifteen Lakh Seventy Five Thousand only)
Earnest Money Deposit (EMD)	2% of Estimated Project Cost
Publishing Date/Time	02.03.2019 at 10:00 AM
NIT Download Start Date/Time	02.03.2019 at 10:30 AM
Bid submission Start Date/Time	02.03.2019 at 11.:00 AM
NIT Download End Date/Time	08 .03.2019 at 02:00 PM
Bid submission End Date/Time	08.03.2019 at 03:00 PM
Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for NIT Fee, EMD, and Processing Fee*	08.03.2019 at 04.00 PM
Bid Opening Date/Time	08.03.2019 at 04.30 PM

- Note:** (1) NIT fees for the document downloaded from the website and processing fee shall be deposited by the bidders separately as applicable by way of DD/Banker's cheque as per above before the last date and time prescribed for online submission of bids.
- (2) All the prospective bidders who have purchased (who have deposited the draft for proposal fee) NIT documents will be invited to attend the pre-bid/proposal conference.
- (3) Bid Validity shall be 60 Days from the last date of bid submission.
- (4) In case, any of the bidders fails to physically submit the Banker's Cheque/Demand Draft for NIT Fee, EMD, and RISL Processing Fee up to 4.00 PM on 08.03.2019, its Bid shall not be accepted..
- (5) The Banker's Cheque/Demand Draft/ Bank Guarantee should be drawn in favour of “Registrar General, Rajasthan High Court, Jodhpur” payable at “Jodhpur” from any Scheduled Commercial Bank.

By Order

Registrar (Admn.)



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 the supply of Furniture Items, Electronics Items & Other Items for use of Rajasthan High Court, Jodhpur"**, 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 one envelop 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 NIT Fees, RISL Processing Fees and EMD should be submitted physically at the office of the Tendering Authority as prescribed in NIT and the scanned copy of the 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 in advance, so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 8) 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.
- 9) 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.



:: निविदा का विवरण एवं अनुबन्ध की शर्तें ::

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

1. रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर (राज०), फोन: .2541338, 2545516 फ़ैक्स: 0291-2546974, ईमेल – hc-rj@nic.in
2. निविदा सूचना राज्य सरकार के नियमों के अनुसार समाचार पत्रों में जारी करने के साथ राजस्थान सरकार एवं विभाग की अधिकृत वेबसाइट <http://hcraj.nic.in/NIT.aspx>, <http://www.sppp.rajasthan.gov.in> एवं <http://eproc.rajasthan.gov.in/> पर प्रकाशित की जायेगी।
3. निविदादाता से अपेक्षित है कि वह निविदा प्रपत्र जमा करवाने से पूर्व सम्पूर्ण निविदा का भली-भाँति अध्ययन कर ले। इस सम्बन्ध में किसी भी प्रकार के स्पष्टीकरण हेतु निविदा सूचना की अंतिम तिथी से पूर्व तक कार्यालय समय में सम्पर्क किया जा सकता है। तथापि विभाग किसी प्रकार के लिखित स्पष्टीकरण हेतु बाध्य नहीं है। निर्धारित समय के पश्चात प्राप्त निविदाओं पर विचार नहीं किया जाएगा।
4. निविदादाता द्वारा निविदा के साथ अथवा उससे पूर्व निविदा शुल्क एवं बयाना राशि विहित रूप में जमा करानी अनिवार्य है जिसके बिना निविदा निरस्त समझी जायेगी। तथापि, यदि निविदादाता किसी प्रकार की नियमानुसार छूट चाहता है तो उसे निविदा में उसका उल्लेख करते हुए सम्बन्धित प्रपत्रों की स्व-सत्यापित प्रतियां संलग्न की जानी चाहिए अन्यथा उक्त निविदा को छूट के योग्य नहीं समझा जायेगा।
5. विभाग द्वारा समय पर प्राप्त निविदाओं को, निविदा सूचना में दर्शाये गए समय एवं दिनांक को क्रय समिति तथा उपस्थित निविदादाताओं के समक्ष खोला जायेगा।
6. निविदादाता द्वारा निविदा निर्धारित प्रारूप मय अनुलग्नकों के तथा प्रत्येक पृष्ठ पर हस्ताक्षर कर व मोहर लगाकर निविदा प्रपत्र के संलग्न कार्यालय में प्रस्तुत करना होगा।
7. विभाग को किसी भी स्तर पर निविदा को, पूर्ण अथवा भाग को, स्वीकार अथवा निरस्त करने का पूर्ण अधिकार होगा। अस्वीकृत/निरस्त निविदाओं के निविदादाताओं से कोई विचार-विमर्श नहीं किया जायेगा।
8. निविदा प्रपत्र में बतायी गयी शर्तों के अतिरिक्त निविदादाता की कोई भी अन्य शर्त स्वीकार नहीं की जायेगी।

B. अमानत राशि/प्रतिभूति राशि

1. निविदादाता को निविदा प्रपत्र के अनुरूप 2 प्रतिशत राशि (निविदादाता जिन सामानो के लिए निविदा करना चाहता हैं उन सब की अनुमानित लागत के योग की 2 प्रतिशत राशि) डिमाण्ड ड्राफ्ट के रूप में अमानत राशि हेतु जो कि 'रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर' के नाम से देय हो, निविदा के साथ संलग्न करना होगा।
2. सफल निविदादाता को सफ़लाई आदेश प्राप्ति के पश्चात 7 दिवस के भीतर Rajasthan Transparency in Public Procurement Rules, 2013 के नियम 75 के प्रावधानों के अनुसार 5 प्रतिशत राशि नकद/बैंक गारण्टी/डी.डी. प्रतिभूति के रूप रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में जमा करानी होगी, जिसको पूर्व में जमा 2 प्रतिशत अमानत राशि में समायोजन किया जा सकेगा।
3. यदि कोई निविदा प्रपत्र बिना धरोहर राशि के अथवा निर्धारित अमानत राशि से कम का पाया जाता है तो उसे बिना कारण बताये अस्वीकार किये जाने का अधिकार अधोहस्ताक्षरकर्ता के पास होगा।
4. सभी असफल निविदादाताओं को उनके द्वारा जमा अमानत राशि निविदा के सफल निस्तारण के पश्चात लौटा दी जायेगी तथा इसके लिये किसी प्रकार का ब्याज इत्यादि देय नहीं होगा।

C. पात्रता के मानदंड (Eligibility Criteria)

1. बयाना राशि ठेकेदारों/निविदादाताओं को बयाना राशि (Earnest Money), जिसका विवरण राशि संबंधित अध्याय में दिया गया है, के अनुसार आवश्यक रूप से निविदा जमा करवाने के समय जमा करवानी है। बयाना राशि के अभाव में निविदा निरस्त समझी जायेगी।



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- निविदादाता या उसके प्रतिनिधि की ओर से प्रत्यक्ष या अप्रत्यक्ष रूप से अपना पक्ष समर्थन कराने की एक प्रकार की अनर्हता होगी।

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

निम्नलिखित मामलों में प्रतिभूति राशि को समपहृत कर लिया जाएगा:-

- जब संविदा में किन्हीं निबंधनों और शर्तों का उल्लंघन किया गया हो,
- जब निविदादाता सम्पूर्ण प्रदाय सन्तोषजनक ढंग से करने में असफल रहता हो,
- जमा कराई गई प्रतिभूति निक्षेप को समपहृत करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा,
- बयाना राशि/प्रतिभूति निक्षेप की समपहृत की गयी राशि सम्बंधित विभाग के शीर्ष "अन्य प्राप्ति" में जमा करायी जाएगी तथा अन्तरण प्रविष्टि की व्यवस्था के लिए आवश्यक कार्यवाही की जाएगी।
- प्रतिभूति निक्षेप का प्रतिदाय:- अनुबन्ध की अवधि समाप्त होने के तीन माह पश्चात प्रतिभूति निक्षेप निविदादाता को लौटा दिया जावेगा।

E. अपात्रता

निविदाएं निम्न कारणों से अपात्र घोषित की जा सकती हैं :

- निविदा सूचना में प्रकाशित अंतिम तिथि एवं समय के पश्चात प्राप्त हुई निविदाएं।
- अपूर्ण निविदायें / बिना निविदा मूल्य एवं बयाना राशि के जमा निविदाएं।
- भ्रामक अथवा गलत तथ्य/ दावे प्रस्तुत करने वाली निविदायें।
- विभाग द्वारा चाहे गये स्पष्टीकरण को न प्रदान कर पाना/तय समय से देरी से प्रदान करना।
- एक से ज्यादा निविदाएं प्रस्तुत करना। ऐसा होने पर फर्म द्वारा भरी गयी समस्त निविदाएं तकनीकी मूल्यांकन में निरस्त की जा सकेंगी।
- अपूर्ण व सशर्त निविदा प्रस्तुत करना / अल्प वैधता वाली निविदा प्रस्तुत करना।
- तकनीकी अहर्ताओं का पूर्ण न कर पाना।
- निविदादाताओं अथवा उसके किसी प्रतिनिधि का अवांछित रूप से प्रभाव डालना/डलवाना, विवाद इत्यादि करना, रिश्वत इत्यादि का प्रस्ताव करना अथवा गैर कानूनी रूप से तुष्टीकरण करना।

F. सामान्य नियम, शर्तें एवं भुगतान

निविदा हेतु सामान्य नियम एवं शर्तें निम्नानुसार रहेंगे।

- सफल निविदादाता को कार्यादेश दिए जाने की दिनांक से 12 दिवस में लागत का 0.25 प्रतिशत या अधिकतम रूपये 15000/- के स्टाम्प पर लिखित अनुबन्ध प्रस्तुत करना होगा।
- क्रय समिति, कार्य की प्रकृति को देखते हुए सभी निविदादाताओं को एक साथ वार्तालाप के लिये बुलवाने के लिए स्वतंत्र होगी।
- संविदा को किसी स्तर पर रद्द करने का अधिकार रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में निहित रहेगा। न्यूनतम दरें स्वीकार करना अनिवार्य नहीं है।
- फर्मों द्वारा फर्म के लेटर हेड पर Annexure-2 में वर्णित आइटम्स के ब्राण्ड, मेक, मॉडल नम्बर लिखकर संलग्न करना होगा/साथ ही आइटम्स की फोटो/केटलॉग आवश्यक रूप से संलग्न करना होगा अन्यथा निविदा पर विचार नहीं किया जायेगा।
- फर्नीचर आइटम्स में वांछित क्वालिटी की लकड़ी एवं कपड़े का नमूना कार्यालय से स्वीकृत करवाने के पश्चात् ही प्रयोग में ली जायेगी।
- क्रय समिति की बैठक में सम्बन्धित फर्मों को अपने आइटम्स अवलोकनार्थ/निरीक्षणार्थ माननीय क्रय समिति के समक्ष आवश्यक रूप से प्रस्तुत करने होंगे।
- उक्त सभी आइटम्स की सप्लाई कार्यालय द्वारा निर्धारित समय (25.03.2019 तक) में आवश्यक रूप से करनी अनिवार्य है तथा वांछित सामग्री कार्यालय द्वारा निर्दिष्ट स्थान पर पहुँचाकर स्थापित करने की जिम्मेदारी सम्बन्धित फर्म की होगी।



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GENERAL INSTRUCTION TO BIDDER

1. **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.

2. **Method for submission of the Proposal**

Proposals shall be received on e-portal i.e. <http://eproc.rajasthan.gov.in> by Project Authority in two parts i.e. Technical Proposal and Financial Proposal (BoQ) in a Single Envelope. Three NITs as mentioned below, will be uploaded on <http://eproc.rajasthan.gov.in> with same bidding document, bidder should fill respective NIT as per the items for which they want to apply as per ANNEXURE-4: PRICE BID(BoQ) :-

1. Copier with Finisher (Sr. No.1.1)
2. Electronic Items (Sr. No. 2.1 to Sr. No.2.6)
3. Furniture Items (Sr. No. 3.1 to Sr. No.3.8)

3. **Documents comprising the Bid**

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

(Following documents to be provided as PDF/XLS file)			
Sr.No.	Documents	Content	File Types
1.	FEE's document	EMD - The scanned copy of EMD instruments (2% of sum of estimated cost for the items which the bidder want to quote)	.PDF
		NIT Fee - Scanned copy of Fee Receipt / DD/ Banker's Cheque(non-refundable)	
		RISL Processing Fee - Scanned copy of DD/ Banker's Cheque(non-refundable)	
2.	Eligibility Criteria Pre-Qualification Documents	Registration certificate of firm, Experience certificate, TIN, PIN, GSTIN certificate of firm	.PDF
		Format of Covering Letter as per Annexure-5	
		NIT Form as per Annexure-6	
		Self Declaration No Blacklisting as per Annexure-7	
		CERTIFICATE OF CONFORMITY/ NO DEVIATION as per Annexure-8	
		All NIT document pages with seal & Sign of firm (Page 1 to 30)	
		Undertaking of Authenticity on Non Judicial Stamp Paper of Rs. 100 as per Annexure-9	
RTGS Details as per Annexure-12			
3.	Technical Bid with Compliance Statement	The certified copies of documents as per Annex. -2 and compliance statement as per Annex. -3	.PDF
4.	Financial Bid (BOQ)	Gross Total Value of the Financial bid as per Annexure – 4	.XLS

4. **Modification/withdrawal of the Proposal**

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

5. **The bidders should note the following**

- a. That the incomplete NIT 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.



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- f. The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with RHC. 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. Committee constituted for this purpose i.e. Purchase 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 RHC, 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 Purchase Committee, if satisfied.
- i. The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and for any subsequent costs incurred as a part of the Bidding Process, RHC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

6. **BID Submission Process :-**

- a. NIT 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.
- b. 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.
- c. Vendor may submit any other document which are necessary to support the product/bid.
- d. Bids **NOT** submitted as per the specified format and nomenclature will be out rightly rejected.
- e. Ambiguous bids will be out rightly rejected.
- f. 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 NIT notice or submission of the NIT bids.
- g. The offers submitted by telegram/ fax/ e-mail etc. shall **NOT** be considered. No correspondence will be entertained on this matter.
- h. 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.
- i. Conditional NITs shall **NOT** be accepted on any ground and shall be rejected straight away.
- j. 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 NIT document as well as technical specifications (on the lower side) will be accepted in any case.
- k. NIT process will be over after the issue of Supply Order to the selected Vendor(s).
- l. Bids not quoted as per the format given by the Rajasthan High Court will be rejected straight away.
- m. The bidder must quote for all the items mentioned in the **Annexures-2** including option items /Services. In case any item is not quoted, the bid shall be summarily rejected.
- n. Bidder must quote only one option (Make/Model) against the third party items from amongst the items listed in the **"Annexure – 2: Technical Specification"**.
- o. Vendor should not quote products which are obsolete or being obsolete 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.
- p. 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.
- q. Bidder must furnish the technical specification and financial specification compliance sheet, mentioning page numbers of relevant documents in Bid, in Annexure - 2 and 3.
- r. Three NITs as mentioned below, will be uploaded on <http://eproc.rajasthan.gov.in> with same bidding document, bidder should fill respective NIT as per the items for which they want to apply:-
 - r.1 Copier with Finisher (Sr. No1.1)
 - r.2 Electronic Items (Sr. No. 2.1 to Sr. No.2.6)
 - r.3 Furniture Items (Sr. No. 3.1 to Sr. No.3.8)

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



Annexure-A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest :-

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

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

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



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, nor have my/our affairs been / being administered by a Court or a Judicial Officer. My/Our business activities have not been suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers have not, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or have not 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 : Appellate Authority, Rajasthan High Court, Jodhpur

(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 Guidelines issued there under, 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 Appeal.

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for Filing an Appeal

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



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(7) Procedure for disposal of Appeal

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



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Form No. – 1

Form No. – 1

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

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

Appeal No of

Before.....(Appellate Authority)

1 Particulars of appellant:

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

(ii) Official address :.....

(iii) Residential address :.....

2. Name and address of the respondent(s)

(i)

(ii)

(iii)

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

3. If the Appellant proposes to be represented by :.....
a representative the name and postal address
of the representative.

5. Number of affidavits and documents enclosed 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 that 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 of the quantity specified in the Bidding Document, as per applicable law. 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	Period of Comprehensive OEM Warranty	Period of end of sale (in months)
Photocopy Machine with Finisher				
1	Photocopy Machine with Finisher	1	OEM Standard Warranty	12
Electric & Other Items				
2	Oil Heater	10	OEM Standard Warranty	12
3	Fan Heater	10	OEM Standard Warranty	12
4	Desert Cooler (Big)	5	OEM Standard Warranty	12
5	Desert Cooler (Medium)	10	OEM Standard Warranty	12
6	Pedestal Fan (Usha/Orient/Crompton)	10	OEM Standard Warranty	12
7	Inverter with Two Batteries	2	OEM Standard Warranty	12
Office Furniture & Other Items				
8	Canning Chair	20	OEM Standard Warranty	12
9	Iron Almirah	15	OEM Standard Warranty	12
10	Iron Rack	60	OEM Standard Warranty	12
11	Computer table	20	OEM Standard Warranty	12
12	Executive Table	10	OEM Standard Warranty	12
13	Visitor Chair	20	OEM Standard Warranty	12
14	Sofa Set (3+1+1)	2	OEM Standard Warranty	12
15	Mattress	10	OEM Standard Warranty	12









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ANNEXURE 2: TECHNICAL SPECIFICATIONS









<u>S.No.</u>	<u>Picture for reference only</u>	<u>Required Specification of Photocopier Machine</u>
1		<p>Monochrome Copier with Finishers, 90 Copies per Minute or Higher Auto Duplex (2 Sided Copying) Auto Document Feeder (RADF) Electronic Sorting 500 Sheet Paper Drawers(2 Nos.) 1500 Sheet Paper Trays (2 Nos.) Paper Sizes : A5/A3/Legal/A4 Network Print / Scan Scan to Email Stapler Finisher Kit (Min. 50 Sheet Stapling Capacity) (Single any corner, dual front, rear, centre pinning) Saddle Stitch Finisher, Hole Punch Finisher, Punch Kit Staple / Booklet Finisher and Folding Unit</p>
Note : all above specification should be read as equivalent or Higher		

<u>S.No.</u>	<u>Picture for reference only</u>	<u>Required Specification of Electronics Items</u>
1		<p><u>Oil Heater 9 Fins Oil Filled Radiator 2600 Watts Room Heater</u></p> <p>Metal Sheet With Powder Coated, Castor Wheels Base, 3 Heat Settings, Thermal Safety, 2500 Watts Power, Overheat Protection, Auto-revolving Heater</p>
2		<p><u>Fan Heater</u></p> <p>flat-topped heating fan with a 3kW output and a choice of 2 heat settings. 2 heat settings, Thermostatically controlled, Cool air settings, Mains neon indicator, Overheat protection, Frost protection</p>
3		<p><u>Desert Cooler Big Size (Sagar Body)</u></p> <p>Cooling Area-450(Sq. Ft.), Air Delivery-4500 m3/hr, Motor RPM-900 Fan Diameter-450 mm (18"), Single Phase 230 V / 50 Hz, Exhaust Fan Heavy Duty, Submersible Heavy Duty, Remote Control, Humidity Control Dimension mm/inch Length 865/34 x Breadth 510/20x Height 1215/47.7, Three Side Pad, 55 Litre Water Tank capacity, 18 gauge Tank & Body 20 gauge.</p>
4		<p><u>Desert Cooler (Long Body)</u></p> <p>Desert Cooler (Long Body) made of M.S. Galvanised Sheet, Size of Cooler 44"X 27"X 27" with Cool Home/ Crompton/ Khaitan Fan & Pump, ready to operate), 18 gauge Tank & Body 20 gauge.</p>
5		<p><u>Pedestal Fan (Usha/Orient/Crompton)</u></p> <p>blades (400mm sweep) with better air delivery Synchronous motor for smooth and uniform oscillation 3 fan speeds (high/medium/low) with 7.5 hours programmed timer Fuse to auto protect motor during thermal overloading</p>
6		<p><u>INVERTER WITH BATTERIES (1+2)</u></p> <p>Inverter – Branded. Sinewave Inverter having capacity 1650 VA or higher of having ISI /ISO or any equivalent standard mark having replacement warranty of 24 months Inverter Batteries – Branded Tabular Battery of having ISI mark having replacement warranty of 36 months. with trolley/stand</p>
Note : all above specification should be read as equivalent or Higher		



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S.No.	Picture for reference only	Required Specification of Furniture Items
1		Caning Chair (Half Arm) Iron Frame with 1 inch 16 gauge pipe (with inside pipe on band) five year warranty on bank and broken of iron frame
2		Steel/Iron Almirah (Required Qty.-8) 20 Gauge Cool Roll Sheet, consisting of 4 Shelves making 5 compartments 78”(H)X36”(W)X19”(D), Good quality Lock with spray painted
3		Iron Racks (8 Feet) (Required Qty.-20) Iron Rack Size 96” X 36” x 15” Angle 40mm X 40mm X 3mm (with 6 shelf 18 Gauge)with color
4		Computer Table [48”(w) x 24”(d) x 30”(h) with 1 inch Pre laminated particle reputed/branded board top all work surface edges shall be having duly sealed with molding. Understructure Modesty Panel 18 mm thick Pre laminated particle board. (with one drawers + small door + easy working with key board and mouse + space for UPS & Printer)
5		ExecutiveTable [48”(w) x 36”(d) x 30”(h) with 1 inch top 1 inch Pre laminated particle reputed/branded board top all work surface edges shall be having duly sealed with molding. Understructure Modesty Panel 18 mm thick Pre laminated particle board. (with three drawers in one sides + small door in the other + small door + easy working with key board and mouse + space for UPS & Printer)
6		VISITING CHAIR WITH CUSHION (FOR OFFICE CHAMBER) As per Office Sample Wooden chair frame & legs of seasoned Teak Wood with cushion seat & back with polished, Additional wooden support to back cushion.
7		SOFA SET (3+1+1) As per Sample in Office with modification in arms as per sketch "B" Sofa set structure made of seasoned Teakwood (3+1+1) Sofa Set with cushion of High Density (32 or higher) Foam thickness (Kurlon/Slepwell and other equivalent brand) 4” covered with cloth with cover of cotton tapestry cloth framed with Teak Wooden duly polished Overall measurement (Three Seater) -73” x 28”x36” (LxWxH) (Single Seater) -31” x 28”x36”(LxWxH)
8		Mattress (Size 72”x36”x6”), (Size 75”x36”x6”) (Size 78”x36”x6”) Mattress size shall be 72x36, 6 inches (Required Qty. 4 Nos.) Mattress size shall be 75x36, 6 inches (Required Qty. 4 Nos.) Mattress size shall be 78x36, 6 inches (Required Qty. 2 Nos.) Specification - both side quilted, 100 density bonded foam mattress having side border PU foam & quilting with round corners. Mattress with 20mm top+20mm top+20mm bottom quilting. Mattress with 240 GSM knitted fabric. Warranty 5 Years Manufacturer Warranty
Note : all above specification should be read as equivalent or Higher		



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ANNEXURE-3: COMPONENTS OFFERED & COMPLIANCE SHEET OF ITEMS

{Must be filled by the bidder}

Ref.: No. HC/SK/2018-19/751 Dated:28.02.2019

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.)	Standard Warranty Period (must be filled by Bidder)

** 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 components 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)	Standard Warranty Period (must be filled by Bidder)	Specification Offered
1				
2				
3				
4				



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

Item Rate BoQ							
NIT Inviting Authority: Registrar General, Rajasthan High Court, Jodhpur							
Name of Work: NIT For the supply of Furniture Items, Electronics Items & Other Items for use of Rajasthan High Court, Jodhpur"							
Contract No. HC/SK/2018-19/751 Dated:28.02.2019							
Bidder Name :							
PRICE SCHEDULE							
(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this NIT. Bidders are allowed to enter the Bidder Name and Values only)							
NUM BER	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Total Cost	BASIC RATE In Figures To be entered by the Bidder (incl. all taxes)	TOTAL AMOUNT (incl. all taxes)	TOTAL AMOUNT In Words
1	Photocopier Machine with Finisher						
1.1	Photocopier Machine with Finisher	1	Nos	1000000.00		0.00	INR Zero Only
2	Electric & Other Items						
2.1	Oil Heater	10	Nos	110000.00		0.00	INR Zero Only
2.2	Fan Heater	10	Nos	25000.00		0.00	INR Zero Only
2.3	Desert Cooler (Big)	5	Nos	60000.00		0.00	INR Zero Only
2.4	Desert Cooler (Medium)	10	Nos	70000.00		0.00	INR Zero Only
2.5	Pedestal Fan (Usha/Orient/Crompton)	10	Nos	25000.00		0.00	INR Zero Only
2.6	Inverter with Two Batteries	2	Nos	70000.00		0.00	INR Zero Only
3	Furniture Items						
3.1	Canning Chair	20	Nos	14000.00		0.00	INR Zero Only
3.2	Iron Almirah	15	Nos	150000.00		0.00	INR Zero Only
3.3	Iron Rack	60	Nos	270000.00		0.00	INR Zero Only
3.4	Computer table	20	Nos	80000.00		0.00	INR Zero Only
3.5	Executive Table	10	Nos	55000.00		0.00	INR Zero Only
3.6	Visitor Chair	20	Nos	100000.00		0.00	INR Zero Only
3.7	Sofa Set (3+1+1)	2	Nos	50000.00		0.00	INR Zero Only
3.8	Mattress (Size 72"x36"x6")	4	Nos	34000.00		0.00	INR Zero Only
3.9	Mattress (Size 75"x36"x6")	4	Nos	34000.00		0.00	INR Zero Only
3.10	Mattress (Size 78"x36"x6")	2	Nos	17000.00		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

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



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ANNEXURE-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 of Furniture Items, Electronics Items, Computer Items & Other Items for use of Principal Seat at Jodhpur

Please find enclosed our "NOTICE INVITING TENDER" (NIT) in response to the issuance of NIT by RHC for the supply of Furniture Items, Electronics Items, Computer Items & Other Items for use of Principal Seat at Jodhpur. We hereby confirm the following:

- a. The NIT is being submitted by *(Name of the Bidder)* in accordance with the conditions stipulated in the NIT/NIT Documents.
- b. 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.
- c. *(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.
- d. 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 "NIT FORM"

RAJASTHAN HIGH COURT, JODHPUR

NIT FORM FOR THE SUPPLY OF FURNITURE ITEMS, ELECTRONICS ITEMS, COMPUTER ITEMS & OTHER ITEMS FOR USE OF RAJASTHAN HIGH COURT, JODHPUR

No. HC/SK/2018-19/751 Dated:28.02.2019

a. Addressed to :

Name of the Tendering Authority	Registrar General
Address	Rajasthan High Court, High Court Campus, Jodhpur, (Rajasthan) – 342001
Telephone	0291-2541338, 2545516
Tele Fax	0291-2546974
Email	hc-rj@nic.in (clearly mention the NIT no. in the subject of the mail)

b. 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/ Website	Email: <input type="text"/> Website: <input type="text"/>
Fax No.	
Mobile Number	
Certification/Accreditation/Affiliation, if Any	

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

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____



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ANNEXURE-7: SELF-DECLARATION NO BLACKLISTING
{to be filled by the bidder on Rs. 100/- Non Judicial Stamp}

To,

{Tendering Authority},

In response to the NIT No. HC/SK/2018-19/751 Dated:28.02.2019 for {Project Title}, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time and not blacklisted by any State/ Central government/ PSU/ UT.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



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ANNEXURE- 8 : CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,

{Tendering Authority},

NIT No. HC/SK/2018-19/751 Dated:28.02.2019

CERTIFICATE

This is to certify that, the specifications of Items 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 NIT/ bidding document and that there are no deviations of any kind from the required specifications.

Also, I/ we have thoroughly read the NIT/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the NIT 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 NIT/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



RAJASTHAN HIGH COURT, JODHPUR

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ANNEXURE- 9: 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/2018-19/751 Dated:28.02.2019

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:

Note: The signing Authority should not be lower than rank of Company Secretary of the OEM.



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ANNEXURE-10: 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



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

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1)

(2)

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:



GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

Rajasthan High Court, Jodhpur (Raj.) - 342001



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ANNEXURE-11: DRAFT AGREEMENT FORMAT

(As per rules 0.25% of supply order or maximum Rs. 15,000/- Non-Judicial Stamp Paper)
{to be signed by selected bidder(s) and Tendering authority}

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

Whereas the approved supplier has agreed with the RHC to supply to the Registrar General, Rajasthan High Court, Jodhpur, Rajasthan on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in our Work Order No.

_____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

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

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

Now these Present witness:

- 1) In consideration of the payment to be made by the RHC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the NIT, NIT Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the NIT and Contract, Technical Bid and Financial Bid along with their enclosures.
- d. The NIT, NIT Form, Scope of Work, General and Special Terms & Conditions of the NIT and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the NIT Notice **No. HC/SK/2018-19/751 Dated:28.02.2019** and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- e. Letter Nos. _____ dated _____ received from {bidder} and letter Nos. _____ Dated _____ issued by the RHC and appended to this agreement shall also form part of this agreement.
- a. The RHC do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RHC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- b. The mode of payment will be as specified in this bidding document/ work order.

The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.



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

No.	Condition	LD %*
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot & completion of work	10.0 %

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

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

Warranty/ Services shall be provided by the bidder as per terms and conditions of the NIT and Contract.

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

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

Signature with Seal of the Approved
supplier/ bidder

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

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1



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ANNEXURE – 12 :RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)

(Must be filled)

Dear Sir,

We hereby confirm that we are willing to opt for payment to be received through RTGS / NEFT. The bank details duly confirmed by bank, for receipt of payment against material supply/services, miscellaneous dues.

Bank Details

- 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. :

Communication Details

- Email ID :
- Cell No. :

We authorize you to deduct necessary bank charges of NEFT/RTGS .

We have forwarded a soft copy of the above details to hc-rj@nic.in on date__

Yours faithfully,

(Signature & Name of auth. sign. with company/firm stamping)

Bank Confirmation

Certified that the furnished above bank details are correct as per our records.

Bank's Stamp

Authorized Signatory_____ Date ____