



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax: 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)



## RAJASTHAN HIGH COURT, JODHPUR

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### Notice Inviting Tender (NIT)

FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF EQUIPMENT FOR  
RECREATION / LIGHT EXERCISE ROOM AT RAJASTHAN HIGH COURT,  
JODHPUR

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Rajasthan High Court, Jodhpur (Rajasthan)  
Phone: 0291-2888500-504 Fax: 0291-2888080  
Web: <http://www.hcraj.nic.in>  
Email: [hc-rj@nic.in](mailto:hc-rj@nic.in)



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 Fax: 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

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## ABBREVIATIONS & DEFINITIONS

<b>Authorised Signatory</b>	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.
<b>Bidder</b>	"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.
<b>Contract</b>	"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
<b>Day</b>	"Day" means a calendar day as per GoR/ Gol.
<b>EMD</b>	Earnest Money Deposit
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>Gol/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	"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.
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>ML</b>	Manufacturing License
<b>NIT</b>	Notice Inviting Tender
<b>OEM</b>	Manufacturer of Items
<b>PAN</b>	Permanent Account Number
<b>PC</b>	Procurement Committee
<b>PQ</b>	Pre-Qualification
<b>Project Site</b>	"The Project Site", wherever applicable, means the designated place or places
<b>PSD/ SD</b>	Performance Security Deposit
<b>Purchaser/ Tendering Authority</b>	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.
<b>NIT</b>	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.
<b>RHC</b>	Rajasthan High Court, Jodhpur
<b>RISL</b>	RajCOMP Info Services Limited
<b>Services</b>	"Services" means the services to be delivered by the successful bidder and as intangible equivalent of an economic good.
<b>SLA</b>	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.
<b>State Government</b>	Government of Rajasthan.
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Inspection Agency
<b>USB</b>	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.
<b>VAT/ CenVAT/GST</b>	Value Added Tax/ Central VAT/Goods and Services Tax
<b>WO/ PO</b>	Work Order/ Purchase Order
<b>Working Day</b>	A Working Day from 10:00 AM to 05:00 PM except Rajasthan Government Holidays.
<b>Purchase Officer</b>	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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## NOTICE INVITING TENDER

No. HC/SK/2019-20/906

Dated: 07.03.2020

Rajasthan High Court, Jodhpur inviting bidding **“FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF EQUIPMENT FOR RECREATION / LIGHT EXERCISE ROOM AT RAJASTHAN HIGH COURT, JODHPUR”** 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 One Thousand Only)
Estimated Project Cost	Rs. 13,55,000/- (Rupees Fifteen Lacs Only)
Earnest Money Deposit (EMD)	2% of estimated cost of items for which bid is submitted
Publishing Date/Time	09.03.2020at 10:00 A.M.
NIT Download Start Date/Time	09.03.2020at 11:00 A.M.
Bid submission Start Date/Time	09.03.2020at 11:30 A.M.
NIT Download End Date/Time	19.03.2020at 05:00 P.M.
Bid submission End Date/Time	19.03.2020at 05:30 P.M.
Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*	20.03.2020at 12:30 P.M.
Bid Opening Date/Time	20.03.2020at 01:00 P.M.

### Note:

- (1) Tender fees for the document downloaded from website and processing fee shall be deposited by the bidders separately as applicable by way of DD/Banker's cheque as 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 20.03.2020 at 12:30 P.M., its Bid shall not be accepted..
- (4) The Banker's Cheque/Demand Draft/ Bank Guarantee should be drawn in favour of **“Registrar General, Rajasthan High Court, Jodhpur”** payable at **“Jodhpur”** from any Scheduled Commercial Bank.

By Order

Registrar (Admn.)



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

- 1) Rajasthan High Court, Jodhpur invites electronic bid (eBid) proposals from reputed, competent and professional Firms, who meet the minimum eligibility criteria as specified in this bidding document for **“FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF EQUIPMENT FOR RECREATION / LIGHT EXERCISE ROOM AT 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 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) 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.



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## SCOPE OF WORK

- 1) The selected bidder is expected to carry out all activities covering Supply including delivery and documentation, Testing, Quality Inspection in coordination with Rajasthan High Court. Detailed scope of work for the project is as given below:

**a) Supply and Delivery of Items :** The selected bidder shall:

- Supply all the required items, as mentioned in the BOM given in **Annexure-1 titled “Bill of Material (BoM)” (at Page No-32)**, and having the specifications and all other accessories as mentioned in the Specifications provided in **Annexure-2 titled “Technical Specifications”(at Page No- 33)** at Rajasthan High Court, Jodhpur.
- Conduct 100% Quality inspection and testing and ensure that each and every Items complies to the specifications given in **Annexure-2 titled “Technical Specifications”(at Page No-33)** and ensure that there should not be any physical damage(s) and shall contain all the required items accessories before declaring the all items as “Ready for delivery”

**b) Help Desk Setup:**

- A Helpdesk shall be set-up for facilitating and monitoring of warranty services provided by the successful bidder through the service support centers / Resident Engineers.
- Whenever any user notices any defect in his / her items, the user will inform the authorized Service Support centre / Resident Engineer at Jodhpur and report the defect. The user shall afford all reasonable opportunity for the authorized support service centre to inspect such defects. The Service Centre/ Resident Engineer shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications, at no cost to the Purchaser and user on the same day and return the items to the user.
- In case the defect is not rectified by the Service Centre Representative / Resident Engineer and / or the all items/part is retained by the Service Support Centre / Resident Engineer, the problem will be logged at the Helpdesk and a ticket number shall be generated by the Helpdesk. While generating the ticket, the Helpdesk shall also capture contact information of the user like his /her Mobile Number/email ID to intimate the users after resolving the incident post repair or replacement (if applicable).
- The Bidder shall register the defects reported at any of the service support centre / Resident Engineer in system, generate ticket number and take steps to resolve the complaint and inform the user/complainant and / or take feedback from the user / complainant

**c) The Bidder shall:**

- Provide necessary telephonic support to all the users facing issues related to non-timely support / service from the Bidder’s Service support centers / Resident Engineers deployed by the Bidder
- Register the defects reported at any of the service support centre / Resident Engineer in system, generate ticket number and take steps to resolve the complaint and inform the user/complainant and / or take feedback from the user / complainant
- Regularly update and maintain the user call details and details of tickets generated and complaints resolved and submit reports to R.H.C. on monthly / quarterly basis, as may be decided

- 2) **Delivery Schedule:** The Bidder shall ensure that all the required quantities of the ordered all items are supplied and delivered to the desired location as per the schedule given below:

Identification Lot	Quantity to be Delivered (in %age)	Delivery Schedule in Calendar Days
Lot-1	100%	Within 30 Days from the Date of Work Order



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## 3) DELIVERY PROCESS:-

- a) All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Site, the cartons will be opened only in the presence of concerned Nodal Officer(s) of District Court Computer Committee and Vendor's representative and the intact position of the Seal for not being tampered with shall form the basis for receipt in good condition.
- b) Vendor must apply to the respective authority for issue of road permit /waybill in time.
- c) Delays on account of getting relevant permits shall not make Vendors' eligible for waiver of penalties.
- d) Delivery Challans needs to be signed and stamped on completion of delivery of items. In case any discrepancy with regard to sign, stamp or date etc on above Delivery Challans, a mail from concerned Nodal Officer may be treated as Delivery Challan.
- e) The Vendor should install all the items at specified site without any additional charge.
- f) Though the Rajasthan High Court will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the Vendor to deliver the goods in time.

## 4) APPLICABLE LAW:-

- a) The Agency shall be governed by the Laws and Procedures established by Government of India/State of Rajasthan, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b) All disputes in this connection shall be settled in Jodhpur Jurisdiction only.
- c) The Rajasthan High Court also reserves the right to modify/relax any of the terms & conditions of the Tender by declaring / publishing such amendments in a manner that all prospective Vendors / parties to be kept informed about it.

## 5) INSTALLATION PROCESS

- a) During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the Vendor at its own cost and risk within 15 days from the date on which the Vendor has been informed of such damage.
- b) It may be noted that only the items technically tested/accepted as per Work Order shall be installed as per ANNEXURE- 18 : Delivery Challan cum Installation Report





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## Information and instructions to the bidders

### 1. 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. 2. The Bidder shall be an OEM/Distributor. In the alternative, an OEM may authorize its one or more Partner to bid.	1. Copy of Certificate(s) of incorporation/Registration 2. Authorization Certificate from OEM (in case of partner)
2.	Net Worth	The net worth of the bidder in the last financial year, i.e. 2018-2019, should be positive. The bidder's annual turnover from sales and support services of computers systems in India should be as follows in last three years:The <b>Average turn over</b> of bidder in last three year are more than Rs. 1Crore.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last three financial year
4.	Sales in India	The OEM/Distributor should have ready to supply in one shot in specific time.	Statutory Auditor Certificate or Certificate from the Company Secretary of the OEM / Distributor clearly specifying year wise sales of items in India
5.	Tax registration and clearance	The Bidder should have a registered number of i. GSTIN/VAT/Sales Tax/GST(if applicable) where his business is located; ii. Service Tax iii. Income Tax / PAN /GSTIN/ TIN number.	- Copies of relevant registration certificates - Valid GSTIN/VAT clearance certificate upto date from the CTO of the circle concerned/ PAN No.
6.	Blacklisting	A bidder who is blacklisted from any other Govt. Institution is not eligible to participate in this project 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 <b>Annexure-12</b>
7.	Service Support Centre	1. The bidder should have Service Support Centre / Resident Engineers available at District Head Quarter 2. If the Bidder does not have any operational Service Support Centre /Resident Engineer in above places, the bidder shall submit an undertaking to establish Service Support Centres / appoint and deploy Resident Engineers at above places within 30 days from the Date of Issue of Work Order and before signing of Agreement.	Details / Undertaking for setting up Service Support Centres / deployment of Resident Engineers in Rajasthan
8.	Experience in implementation and management of such projects/ schemes	Minimum three year of experience in implementation of this 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.	Executed supply order/experience certificate. <b>Proof of completion of at least two multi-locations similar Machines/equipment supply or other similar projects for each item (individual) worth of minimum amount of Rs. 25,00,000/-</b>  for each order Enclose relevant Documentary proof. Self Certification on company. letter head signed by the authorized signatory as given in the format attached below to be furnished by the bidder in compliance of this clause. However, the Rajasthan High Court, Jodhpur reserves the right to seek additional Supporting documents for The above Projects.

Note: 1. GST Registration/ VAT Or Service Tax Or Payment Clearance Certificate upto date are necessary while submitting the bids.

2. Bidder is to fill the above Annexure and indicate the page numbers of the Supporting document in the proof while submitting response to the eligibility criteria.

### 2. Evaluation Criteria:-

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



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## 3. **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”

## 4. **The bidder to inform himself fully:**

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

## 5. **Earnest Money Deposit**

- Bid must be submitted along with EMD, which was 2% of Projected Cost in the form of Demand Draft/Bank Guaratnee/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.
- 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.
- 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 sameshall be payable at par at “Jodhpur”.
- Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptanceof bid and award of contract. In case of successful bidder(s), the EMD, if feasible, may also be adjusted in arriving at the amount of the PSD.
- Forfeiture of EMD:The EMD taken from the bidder shall be forfeited in the following cases:-
  - When the bidder withdraws or modifies his bid proposal after opening of bids.
  - When the bidder does not execute the agreement after placement of order within thespecified time.
  - When the bidder fails to commence the supply of the goods and service as per purchase/work order within the time prescribed.
  - When the bidder does not deposit the security money after the purchase/ work order isplaced.
  - To adjust any dues against the firm from any other contract with RHC.

## 6. **Method for submission of the Proposal:**

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

## 8. **Documents comprising the Bid-**

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

I. Technical bid **and** 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



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Fee Details		
2	Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque/BG
3	RISL Processing Fee	Scanned copy of DD/ Banker's Cheque
4	EMD (2% of estimated cost of items for which bid is submitted)	Scanned copy of DD/ Banker's Cheque / Bank Guarantee as per RTTP Act, 2012
Pre-Qualification Documents		
5	Format of Covering Letter	as per Annexure-8
6	Tender Form	as per Annexure-9
7	Proposal Format for Organization	as per Annexure-10
8	Bidder's Authorization Certificate	as per Annexure-11
9	Self Declaration No Blacklisting	as per Annexure-12
11	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		
12	Components Offered	as per Annexure-3 (A)
13	Compliance Sheet for the supplied items	as per Annexure-3 (B) by OEM on his letterheads.
14	Undertaking of Authenticity	On non judicial stamp paper of Rs. 100 as per Annexure-14
15	Financial Bid Undertaking	as per Annexure-15
16	Manufacturer's Authorization Format	as per Annexure-17
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	As per Annexure-7

1. Online Bids submitted in ONE Envelopes as Follows:

Envelope-1(Following documents to be provided as single PDF file)			
Sr.	Documents	Content	File Types
1.	EMD	The scanned copy of EMD instruments	.PDF
2.	Eligibility Criteria	The requirements as mentioned in the <b>Page 07 to 26.</b>	.PDF
3.	Technical Bid with Compliance Statement	The certified copies of documents as per <b>Annex.-2</b> and compliance statement as per <b>Annex.-3</b>	.PDF
4.	Financial Bid (BOQ)	Gross Total Value Financial bid as per <b>Annexure – 7</b>	.XLS

## 7. 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.

## 9. Validity of the Proposal

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

## 10. Modification/withdrawal of the Proposal:

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

## 11. The bidders should note the following

- That the incomplete NIT in any respect or those that are not consistent with the requirements as specified in this Notice Inviting Tender Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.



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- 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. 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 in this purpose 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 Notice Inviting Tender and any subsequent costs incurred as a part of the Bidding Process shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

## **12. Time Schedule for submission of the Proposal:**

The committee constituted under chairmanship of Hon'ble Purchase Committee may, in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of agenda(s). Communication of such extension to be conveyed to the bidders to whom the original NIT is issued.

## **13. Grievance Redressal during the NIT Process:-**

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



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## TERMS AND CONDITIONS OF TENDER & CONTRACT

### **A) General Conditions of the Bid-**

#### **1. Income Tax and GSTIN Registration and GSTIN Clearance Certificate etc.-`**

No Dealer who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (GSTIN/TIN) from Income Tax department, Gol and who is not registered under the Sales Tax Act prevalent in the State where his business is located shall bid. The GSTIN Registration Number should be quoted and a GSTIN clearance certificate from the Commercial Taxes Officer of the Circle concerned valid on the date of submission of bid shall be submitted without which the bid is liable to rejection. The bidder quoting Rajasthan GSTIN should have valid GSTIN registration in the state of Rajasthan and he should mention the same GSTIN registration number in the bid document. GSTIN, CST, Entry Tax etc. shown separately.

2. **Contract Documents:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

#### **3. Interpretation-**

- If the context so requires it, singular means plural and vice versa.
- Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ selected bidder(s) and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### **4. Eligible Goods and Related Services-**

- For purposes of this Clause, the term "goods" includes all of the commodities, machinery and equipment, and/or other materials; and "related services" includes services such as Installation, maintenance, insurance, warranty support and other similar obligations of the successful/ selected bidder(s) under the Contract all items being bid should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All items quoted by the successful/ selected bidder(s) must be associated with `specific make and model numbers, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier.
- The OEM/ Bidder of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- The OEM/ Bidder of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.



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- d. Bidder must quote products in accordance with above clause “Eligible goods and related services”.

## 6. Notices:

- Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
- A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

**7. Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

## 8. Scope of Supply:

- Subject to the provisions in the bidding document and contract, the goods/machines/equipments and related services to be supplied shall be as specified in the bidding document.
- Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- The bidder(s) shall not quote and supply any goods/machines/equipments that is likely to be declared as End of Sale for twelve months and End of Service/ Support for twenty four months from the date of bid submission. If any of the goods/machines/equipments is found to be declared as End of Sale/ Service/ Support in the period mentioned above, then the bidder(s) shall replace all such goods/machines/equipments with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

## 9. Work Completion-

- Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder(s) are specified in the bidding document and/ or contract.
- The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder(s) of being heard and recording the reasons for repudiation.
- The Supplier/ selected bidder(s) shall arrange to supply the ordered materials/ system as per specifications within the specified delivery/ completion period at various offices/ locations mentioned in the bidding document and/ or contract.
- Shifting the place of delivery destination: Rajasthan High Court shall be free to shift the place of delivery within the same district. **The successful/ selected bidder(s) shall provide all assistance including transportation in shifting of the delivered Items.**

## 10. Supplier’s/Selected bidder’s Responsibilities:

The Supplier/ Selected bidder(s) shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

## 11. Purchaser’s Responsibilities:

- Whenever the supply of goods/machines/equipments and related services requires that the Supplier/ Selected bidder(s) obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected bidder(s), make its best effort to assist the Supplier/ Selected bidder(s) in complying with such requirements in a timely and expeditious manner.
- The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.





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## 12. Contract Price:

- The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- Prices charged by the Supplier/ Selected bidder(s) for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected bidder(s) in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

## 13. Recoveries from Supplier/ Selected bidder:

- Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- The **Purchase Officer shall withhold amount to the extent of short supply**, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RHC.
- The balance, if any, shall be demanded from the Supplier/ Selected bidder(s) and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

## 14. Taxes & Duties:

- The income tax, service tax, value added tax and all other taxes, if applicable, shall be deducted at source from the payment to the Supplier/ Selected bidder(s) as per the law in force at the time of execution of contract.
- The entry tax, if applicable shall be deducted at source and deposited in the government treasury in proper revenue receipt head of account.
- For goods supplied from outside India, the successful/ selected bidder(s) shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- For goods supplied from within India, the successful/ selected bidder(s) shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- Revision in GST/VAT and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder(s). Revision of any other tax or duty shall be on account of the bidder(s).
- If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder(s) in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder(s) to benefit from any such tax savings to the maximum allowable extent.

## 15. Performance Security Deposit (PSD):

- In case of successful/ selected bidder(s), the EMD may be adjusted in arriving at the amount of the PSD.
- The successful/ selected bidder(s) shall, within Fifteen (15) days of the notification of Contract award, provide a **PSD 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.
- The proceeds of the PSD 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.
- Form of PSD: Successful bidder will have to deposit PSD in the form of Demand Draft/Fixed Deposit/Bank Guarantee (Unconditional & Irrevocable) in favour of "Registrar General, Rajasthan High Court, Jodhpur".
- Refund of PSD: PSD shall be refunded after three (03) months of the successful completion of the contract period i.e. three (03) months after expiry of "Warranty and Support Services" of all the Items.



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- f. Forfeiture of PSD: PSD shall be forfeited in the following cases:-
- When any terms and condition of the contract is breached.
  - 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.
  - To adjust any dues against the firm from any other contract with RHC.
- g. No interest will be paid by R.H.C. on the amount of EMD and PSD.
- h. Proper notice will be given to the Supplier/ Selected bidder(s) with reasonable time before EMD/ PSD is forfeited.
- i. Forfeiture of EMD/PSD 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.

**16. Copyright:** The copyright in all drawings, source code, design documents, and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected bidder(s) herein shall remain vested in the Selected bidder(s), or, if they are furnished to the Purchaser directly or through the Supplier/ Selected bidder(s) by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**17. Confidential Information:**

- The Purchaser and the Supplier/ Selected bidder(s) shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected bidder(s) for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected bidder(s) shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- The obligation of a party under sub-clauses above, however, shall not apply to information that:
  - the Purchaser or Supplier/ Selected bidder(s) need to share with Rajasthan High Court participating in the Contract;
  - now or hereafter enters the public domain through no fault of that party;
  - can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

**18. Sub-contracting:**

- The bidder(s) shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority, except for the following:
  - Setting-up a helpdesk
  - Establishment of Service support centre / deployment of Resident Engineers
  - Transportation of the Items mentioned in the Annexure-1 to the destinations
- If permitted, the selected bidder(s) shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected bidder(s) from any of its obligations, duties, responsibilities, or liability under the Contract.
- Subcontracts shall comply with the provisions of bidding document and/ or contract





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## 19. Specifications and Standards:

- a. All goods/machines/equipments supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder(s).
- b. Technical Specifications-
  - i. The Supplier/ Selected bidder(s) shall ensure that the goods/machines/equipments and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected bidder(s) shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - iii. The goods/machines/equipments and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

## 20. Packing and Documents:

- a. The Supplier/ Selected bidder(s) shall provide such packing of the goods/machines/equipments as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the goods/machines/equipments and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.
- c. The Bidder(s) shall be responsible for any defect in packing and ensure the following:
  - i. The furnished all the goods/machines/equipments should be Bubble Wrapped and then packed in the cardboard boxes of standard quality as followed by industry.
  - ii. The all above items shall be packed in cartons as per requirements of distribution to Rajasthan High Court, Jodhpur
  - iii. The packed carton shall be sealed and preserved in the Bidder's / OEM's store location/ Godown/ Warehouse

## 21. Insurance:

- a. The Goods supplied under the Contract shall be fully insured against any 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.
- b. The goods will be delivered at the FOR destination in perfect condition.



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## 22. Transportation:

- The supplier/ selected bidder(s) shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder(s) shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- All goods must be sent freight paid through Railways or goods transport from the supplier's/ selected bidder's bill.

## 23. Inspection:

- The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- As and when a complete Lot is ready for delivery, the selected bidder(s) shall intimate R.H.C. with a written intimation of atleast 03 days to conduct Pre-delivery Inspection. The supplier/ selected bidder(s) shall furnish complete address of the premises of his factory, office, go-down or workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- Registrar General, R.H.C. or any person authorized by him can conduct inspection. RHC shall undertake the pre-delivery inspection of the all the items in accordance to the standard procedures being followed by RHC in Quality Inspection. The inspection team shall prepare a Report specifying satisfactory operational condition of the inspected all items, gaps identified and necessary corrective measurements required by the Bidder.
- After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and deliver all the items at respective locations without any financial liability to the Purchaser.
- Rajasthan High Court representatives may conduct Post-Delivery Inspection. After completion of inspection, the all the items shall be handed over by the successful bidder to the Registrar (Admn.), RHC, Jodhpur or the officer nominated by RHC. The official nominated by RHC shall provide the sign off on the delivery challan to the bidder.

## 24. Rejection:

- 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.
- If, however, due to exigencies of office, 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.
- 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.

## 25. Extension in Delivery Period and Liquidated Damages (LD):

- Except as provided under clause "Force Majeure", if the supplier/ selected bidder(s) fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".



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- b. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder(s) shall arrange goods supply and related services within the specified period.
- c. Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder(s).
- i. The supplier/ selected bidder(s) shall request in writing to the purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 03 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
- ii. The purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority for the period of extension which should be granted with or without liquidated damages.
- iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
- When delay has occurred due to delay by Rajasthan High Court in performing any of the duties to be performed by them as mentioned in the chapter titled "Scope of work".
  - When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the Rajasthan High Court as per terms of the contract.
- ii. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- iii. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- iv. If Rajasthan High Court is in need of the goods and/ or services rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of percentages of value of goods and/ or service which the supplier/ selected bidder(s) has failed to supply or complete , as mentioned in agreement (Anex.-19).

## **26.Authenticity of goods/machnines/equipments-**

- a. The selected bidder(s) shall certify (as per Annexure-2) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b. If during the contract period, the said goods/machnines/equipments be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchase officer may have inspected and/ or approved the said goods, the purchase officer will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods



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etc., shall apply. The selected bidder(s) shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder(s) shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

- c. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same at any later stage, if found deficient in terms of the this clause of the contract.

## 27. Patent Indemnity:

- a. The supplier/ selected bidder(s) shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
- i. the installation of the Goods by the supplier/ selected bidder(s) or the use of the Goods in the country where the Site is located; and
  - ii. the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder(s), pursuant to the Contract.
- b. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder(s) a notice thereof, and the supplier/ selected bidder(s) may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c. If the supplier/ selected bidder(s) fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d. The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder(s) in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder(s) for all reasonable expenses incurred in so doing.
- e. The Purchaser shall indemnify and hold harmless the supplier/ selected bidder(s) and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder(s) may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

## 28. Limitation of Liability: Except in cases of gross negligence or wilful misconduct:-

- a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder(s) to pay liquidated damages to the Purchaser; and
- b. the aggregate liability of the supplier/ selected bidder(s) to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder(s) to indemnify the Purchaser with respect to patent infringement.



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## 29. Change in Laws & Regulations:

- a. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
- b. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

## 30. Force Majeure:

- a. The supplier/ selected bidder(s) shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- c. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder(s) that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder(s). Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the supplier/ selected bidder(s) shall promptly notify the RHC in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RHC, the supplier/ selected bidder(s) shall continue to perform its obligations under the contract as far as reasonably practical.
- d. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 50 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e. In case a Force Majeure situation occurs with the Rajasthan High Court, Jodhpur, the office may take the case with the supplier/ selected bidder(s) on similar lines.

## 31. Change Orders and Contract Amendments-

- a. The Purchaser may at any time order the supplier/ selected bidder(s) through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
  - i. drawings, designs, or specifications, where goods/machnines/equipments to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - ii. the method of shipment or packing;
  - iii. **the place of delivery; and**
  - iv. the related services to be provided by the supplier/ selected bidder(s)
  - v. **The quantity of purchase items/order may be increased and reduced as per final requirement.**
  - vi. The approved rate of items will be valid upto 31.03.2021.
- b. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder(s) for adjustment under this clause must be asserted within seven (07) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c. Prices to be charged by the supplier/ selected bidder(s) for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder(s) for similar services.





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## 32. Termination:

### a. Termination for Default:

- i. The tender sanctioning authority of RHC may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at-least 07 days, sent to the supplier/ selected bidder(s), terminate the contract in whole or in part: -
  - If the supplier/ selected bidder(s) fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RHC ; or If the supplier/ selected bidder(s) fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - If the supplier/ selected bidder(s), in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - If the supplier/ selected bidder(s) commits breach of any condition of the contract.
- ii. If RHC terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

**b. Termination for Insolvency:** RHC may at any time terminate the Contract by giving a written notice of at-least 07 days to the supplier/ selected bidder(s), if the supplier/ selected bidder(s) becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RHC.

### c. Termination for Convenience:

- i. RHC, by a written notice of atleast 07 days sent to the supplier/ selected bidder(s), may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder(s) under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder(s) may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within seven (07) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - To have any portion completed and delivered at the Contract terms and prices; and/or
  - To cancel the remainder and pay to the supplier/ selected bidder(s) an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder(s).

## 33. Settlement of Disputes-

General: If any dispute arises between the supplier/ selected bidder(s) and RHC during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder(s) on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The supplier/ selected bidder(s) will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder(s).

- a. Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred



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to the empowered standing committee for decision. The empowered standing committee shall consist of following members: - (RHC)

Hon'ble Judge

: Chairman

Hon'ble Judge

: Member

- c. Procedure for reference to the Standing Committee: The supplier/ selected bidder(s) shall present his representation to the Registrar General, Rajasthan High Court along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lac, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The purchase officer of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder(s) shall prepare a reply of representation and shall represent the RHC stand before the standing committee. From the side of the supplier/ selected bidder(s), the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder(s) and RHC. The standing committee, if it so decides, may refer the matter to the Registrar General, Rajasthan High Court, Jodhpur for further decision.
- d. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

## 34.Payment Terms and Schedule:

- a. 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.
- b. 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 has accepted it.
- c. 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.
- d. All remittance charges will be borne by the supplier/ selected bidder(s).
- e. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f. 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.
- g. Advance Payments will not be made.
- h. 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 milestones.
- i. 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.
- j. The Vendor will deliver the items at RHC, Jodhpur as per the purchase order and obtain signature with date and stamp on Delivery Challan(s) of the concerned officer.
- k. Based on these installation reports, the Vendor will further prepare a consolidated installation report consisting of serial no. of each ordered and installed item, location of installation, date of installation, etc.
- l. The Vendor will submit all original installation reports to RHC.

## C) Special Conditions of the Bid

### 35.Service Level Agreement and Penalties

- a. 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.
- b. The Bidder shall provide comprehensive, end-to-end service including supply, warranty and



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- replacement of the defective all the items/their components in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the Scope of Work in this NIT and the appropriate penalty shall be levied.
- 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.
  - Applicable penalties shall be calculated on Quarterly basis.
  - 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.

## 35.1 SLA adherence during Warranty 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 the items at the service support centre / Resident Engineer (as per the contact address provided by the bidder) in person.**

## 35.2 BID Submission Process :-

- Any other document which the Vendor may feel necessary to support the product/bid.
- 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.
- 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.
- Bids **NOT** submitted as per the specified format and nomenclature will be out rightly rejected.
- Ambiguous bids will be out rightly rejected.
- 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.
- The offers submitted by telegram/ fax/ e-mail etc. shall **NOT** be considered. No correspondence will be entertained on this matter.
- 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.
- Conditional Tenders shall **NOT** be accepted on any ground and shall be rejected straightway.
- 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.
- Tender process will be over after the issue of Supply Order to the selected Vendor(s).
- 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 all the items mentioned in the **Annexures-2** including option items /Services. In case any items not quoted, the bid shall be summarily rejected.
- 14 Bidder must quote only one option (Make/Model) against the third party items from amongst the items listed in the “**Annexure – 2:Technical Specification**”.
- 15 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.
- 16 If required the Rajasthan High Court may allow finally empanelled Vendors to supply any of the technically qualified products (Make/Model), depending upon equirements, at the same empanelled price provided, documentary evidence as per eligibility criteria is provided.
- 17 Bidder must furnish the technical specification and financial specification compliance sheet, mentioning page numbers of relevant documents in Bid, in **Annexure - 2 and 3**.

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



## **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 : 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 or the Guidelines issued thereunder, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

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

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

### **(4) Appeal not to lie in certain cases**

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

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

### **(5) Form of Appeal**

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

### **(6) Fee for Filing Appeal**

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



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## (7) Procedure for disposal of appeal

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



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Form No. – 1

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

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

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

### 1 Particulars of appellant:

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

### 2. Name and address of the respondent(s)

- (i) .....  
(ii) .....  
(iii) .....

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

.....

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

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

### 6. Grounds of appeal:-

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

### 7. Prayer ..... .....

Place .....

Date .....

Appellant's Signature



## **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 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	MAF required (Y/N)	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	Treadmill	2	Y	24	60	60	60
2	Elliptical Trainer	2	Y	24	60	60	60
3	Recumbent Bike	1	Y	24	60	60	60
4	Multi Gym (21 in 1)	1	Y	24	60	60	60
5	Gym Ball & Skipping Rope	2	Y	24	60	60	60
6	Dumbbells Sets (1, 2, 3, 4, 5 Kg)	10	Y	24	60	60	60

- 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 RHC.
- Successful bidder has to supply all above items, install necessary software and all other accessories as per the instruction of RHC, Jodhpur.
- Vendor should deliver & Install goods/machines/equipments in the Rajasthan High Court, Jodhpur within 30 days after acceptance of Purchase Order.
- 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.





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## ANNEXURE 2: TECHNICAL SPECIFICATION

S.No.	Item	Qty.	Specifications
1.	Treadmill	2	<ol style="list-style-type: none"> <li>Motor - 3HP AC/DC or above</li> <li>Assemble Dimensions: Length: 200 cm; Width: 80 cm &amp; Height: 140 cm or more</li> <li>Running Surface- Width: 50 cm or more</li> <li>Running Surface - Length: 150 cm or more</li> <li>Running Belt- Extra smooth cushioned lubricant with auto lubrication, maintenance free belts and reversible deck is required for both side usage of deck for friction free motion &amp; double life.</li> <li>Program- 13 or more Preset program, manual program &amp; fit test etc.</li> <li>Elevation- Motorized system offering elevation from 0 to 15 % and above</li> <li>Display Console- LED/LCD display window showing (time, distance, speed, calories, pulse rate, elevation) etc.</li> <li>Safety Keys- Safety key stop system and safety stop pull cord</li> <li>Machine Weight – 111 Kg or more</li> <li>User Weight- 155 kg or more</li> <li>Proper Electrical Safety features.</li> <li>Hand sensor for heart rate monitoring</li> <li>Proper hand rails with soft grips with proper calibration.</li> <li>Heavy gauge steel welded frame.</li> <li>Power Requirement – 220v or 240v</li> <li><b>17. Warranty – 2 Years Comprehensive</b></li> </ol>
2.	Elliptical Trainer	2	<ol style="list-style-type: none"> <li>Dimensions(L*W*H) – 202*61*150 cm</li> <li>Machine Weight(kgs) – 105 kg</li> <li>Max user weight – 155 kg</li> <li>Difficulty Levels – 10 &amp; above</li> <li>Power requirement – 220v-240v</li> <li>Heart Rate Monitoring – Contact Handles</li> <li>Available with 6 kg Flywheel</li> <li>Technical Function-Speed, Time Distance, Calorie, Pulse, Recovery H.R.C. in built Programs, backlight with LCD Display</li> <li>Knee Stress Reduction Ergonomics with Perfect pedal spacing</li> <li><b>10. 2 Year Warranty</b></li> <li>Easy to Move with rotating wheels on the bottom with free installation &amp; 24 hrs on call response time</li> </ol>
3.	Recumbent Bike	1	<ol style="list-style-type: none"> <li>Dimensions(L*W*H) – 158*59*110 cm</li> <li>Machine Weight(kgs) – 80 kg</li> <li>Max user weight – 180 kg</li> <li>Resistance Levels – 20 &amp; above</li> <li>Power requirement – Self Powered cordless</li> <li>Heart Rate Monitoring – Handlebars</li> <li><b>7. Warranty – 2 Years Comprehensive</b></li> </ol>
4.	Multi Gym (21 in 1)	1	<ol style="list-style-type: none"> <li>Dimensions(L*W*H) – 228*185*210 cm</li> <li>Machine Weight(kgs) – 908 lbs or 400 kg or above</li> <li>Weight Stack(kgs) – 2 individual iron weight stacks weighing 90kgs</li> <li>Multi-function press arm station for bench press, Incline press, shoulder press, chest supported mid row exercises, pecdec fly, latpulldown, leg extension, leg curls, leg press and arm extension exercise</li> <li>Technical Specification for Adjustable Bench</li> <li>Dimensions(L*W*H) – 120*62*40 cm</li> <li>Machine Weight – 46 kgs</li> <li><b>8. Warranty – 2 Years Comprehensive</b></li> </ol>
5.	Gym Ball & Skipping Rope	2	<ol style="list-style-type: none"> <li>75 cm-Slip Stability-Heavy Duty Balance</li> <li>Extra Thick Professional Quality with non-toxic PVC material, free BPA &amp; heavy metals</li> <li>Made of multi-layer heavy duty PVC, independently quality tested to bear loads up to 750 lbs &amp; is anti-burst &amp; anti-slip.</li> <li>The stability base ensures <b>2 Year warranty with a foot pump</b></li> </ol>



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6.	Dumbbells Sets (1, 2, 3, 4, 5 Kg)	10 (2 each)	<ol style="list-style-type: none"><li>1. Rubber coated with steel inside</li><li>2. Hexagonal in shape</li><li>3. Anti-rust</li><li>4. Anti-skid</li></ol>
----	-----------------------------------	-------------------	--

Note:-

1. All the above specifications should be read as equivalent or Higher.
2. 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.
3. The work of installation shall be executed under the overall supervision of authorized person of Rajasthan High Court.
4. The equipment should necessary be from one of the following brand. Five brands are as follows
  1. Techno
  2. CybexInternational Inc.
  3. Life Fitness
  4. Freemotion
  5. Body Solid



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## **ANNEXURE-3: COMPONENTS OFFERED & COMPLIANCE SHEET OF ITEMS**

{Must be filled by the bidder}

Ref.: NIT No. HC/SK/2019-20/906 Dated: 07.03.2020

### **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 : WARRANTY

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



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## ANNEXURE – 5 : SERVICES TO BE PROVIDED

S. No.	Description	Requirements
1	Delivery of Items	<ul style="list-style-type: none"> <li>➤ At the destination site, the cartons will be opened only in the presence of concerned authorized person and Vendor's Representative.</li> <li>➤ Inventories at all their service locations shall be maintained by the Vendor(s) for immediate replacement of H/w items in case of failure.</li> </ul>
2	Installations	<ul style="list-style-type: none"> <li>➤ Upon satisfactory installation of the equipment, Vendor should obtain signed installation certificate from the authorized person, after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted along with the bills by the Vendor for payment.</li> </ul>
3	Warranty	<ol style="list-style-type: none"> <li>1. During warranty period besides service/maintenance of Hardware, System Software and its Peripherals, all software up-gradation, bugs/ patches and services shall be provided free of cost by the Vendor.</li> <li>2. The Vendor should fulfill the following conditions during warranty period: <ul style="list-style-type: none"> <li>➤ Supplier will maintain enough spares (not less than 10%) so as to provide satisfactory onsite comprehensive maintenance services during the warranty period.</li> <li>➤ Vendor would provide the helpdesk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he should be able to track the action taken on his complaint through a support portal.</li> <li>➤ The Vendor should provide support for all supplied items</li> <li>➤ Any failure in the equipments supplied / any accessories thereof should be rectified within maximum period of two working days. If any of the system is down beyond two working days, penalty will be charged or recovered from out of withheld amount towards penalty per day per system at the rate of given in the "Annexure: 19 Draft of Agreement".</li> <li>➤ Any system failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or quality control problem will be totally replaced by the Vendor at his cost and risk within 30 days.</li> <li>➤ Vendor shall visit site at least once in every six months to carryout preventive maintenance and fine-tune the performance of the system besides regular service calls during warranty period.</li> <li>➤ On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of five years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit while releasing the Security Deposit. After expiry of warranty, the Rajasthan High Court has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.</li> </ul> </li> </ol>
4.	Manpower	<ol style="list-style-type: none"> <li>1. Vendor shall provide Authorized partners / Service provider / Project Support Manager/ Resident engineer at Jodhpur who is able to resolve any type of problem, from the date of empanelment, whose responsibility will be to monitor the project and coordinate with the vendor representatives for ensuring smooth implementation and maintenance of the equipmentssuppliedduring warranty period. The list of authorized partners/ Service provider / Project Support Manager/ Resident engineer and vendor representative for service network support at Jodhpur.</li> </ol>

**Note: The installation schedule mentioned above entails all activities including delivery and installation of all items.**



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## ANNEXURE – 6 : DELIVERY AND INSTALLATION

### (a) Delviery Schedule

Sr. No.	Activity	Timelines from the Date of Empanelment	Maximum Period for installation from the delivery
1	<u>RHC, Jodhpur</u>	30 days	07 days

**Note:** The installation schedule mentioned above entails all activities including delivery and installation of all the items.



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## ANNEXURE-7: PRICE BID(BoQ) (on e-Proc website):

Validate

Print

Help

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

Name of Work: FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF EQUIPMENT FOR RECREATION / LIGHT EXERCISE ROOM AT RAJASTHAN HIGH COURT, JODHPUR

Contract No: HC/SK/2019-20/906 Dated: 07.03.2020

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 relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUM BER #	TEXT #	NUMBE R #	TEXT #	NUMBER	NUMBER #	NUMBE R #	TEXT #
Sl. No.	Item Description	Quantit y	Units	Estimated Rate in Rs. P	RATE In Figures To be entered by the Bidder Rs. P (incl. all taxes)	TOTAL AMOUN T With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Treadmill	2	Nos	6,00,000		0.00	INR Zero Only
2	Elliptical Trainer	2	Nos	1,50,000		0.00	INR Zero Only
3	Recumbent Bike	1	Nos	3,00,000		0.00	INR Zero Only
4	Multi Gym (21 in 1)	1	Nos	2,50,000		0.00	INR Zero Only
5	Gym Ball & Skipping Rope	2	Nos	5,000		0.00	INR Zero Only
6	Dumbbells Sets (1, 2, 3, 4, 5 Kg)	10	Nos	50,000		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 in given format on e-procurement portal with financial bid.



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## **ANNEXURE-8: 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 EQUIPMENT FOR RECREATION / LIGHT EXERCISE ROOM AT RAJASTHAN HIGH COURT, JODHPUR.**

Please find enclosed one copy of our “Notice Inviting Tender” (NIT) in response to the issuance of NIT by RHC **FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF EQUIPMENT FOR RECREATION / LIGHT EXERCISE ROOM AT RAJASTHAN HIGH COURT, 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-mailid, 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-9“TENDER FORM”

### RAJASTHAN HIGH COURT, JODHPUR

TENDER FORM FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF EQUIPMENT FOR RECREATION / LIGHT EXERCISE ROOM AT RAJASTHAN HIGH COURT, JODHPUR.

NO. HC/SK/2019-20/906 DATED: 07.03.2020

Addressed to :

Name of the Tendering Authority	Registrar General
Address	Rajasthan High Court, High Court Campus, Jodhpur, (Rajasthan) – 342001
Telephone	0291-2888500-504
Tele Fax	0291-2888080
Email	<a href="mailto:hc-rj@nic.in">hc-rj@nic.in</a> (clearly mention the NIT no. in the subject of the mail)

Firm Details :

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

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

Date:

Name & Seal of the firm: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_



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## ANNEXURE -10: PROPOSAL FORMAT FOR ORGANIZATION

### Selection A: Organization Profile

i. Name of the Organization : .....

ii. Registered Address : .....

(Necessary fill Tel., Fax., .....

Email, Website, etc.) .....

iii. Legal Status:

SNo.	Particulars	Registration no.	Date
1	Public Charitable Trust Act		
2	Society under Societies Registration Act		
3	Non-profit company under Indian Companies Act 19 56		
4	Registration under Foreign Contribution (Regulation) Act, 1976		
5	Income tax registration:		
	Under Section 12A		
	Under Section 80 G		
	Under Section 35 CCA		
	Any other Section/ Registration		

iv. Bank Details:

Bank name	Account No.	Date of Opening Account

v. Details of the Contact Person

Name : .....

Designation : .....

Contact No. : .....

E-Mail: : .....

vi. Members Associated with the Organization:

SNo.	Name	Nationality	Occupation/ qualification	Position held in the organization	Relationship with any other officer bearers (if any)	Address



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## Section B: Operational Background

- a. Project related to supply of these type of tems:

SNo.	Name of the programme	Period		No of outreach session per month	Details of the Programme	Total Budget	Source of fund
		From	To				

- b. Staff Details ( Kindly provide the details of 5 key positions in the organization)

Name of Staff	Position	Qualification	Working since

- c. Any previous association/working experience with Govt. Sector? If yes, please provide the details:
- d. Volume of Year wise Grant Received during the last 3 years (in different projects):
- e. Name of the Donors/Funders during the last 3 Years:

## Section C: Basic Documents required to be submitted along with the proposal for Evaluation

- Copy of Trust Deed if registered under Trust Act.
- Copy of Memorandum and Rules if registered under Society Registration Act.
- Annual Report of last one year
- Audited Accounts of last 3 Years.
- Organizational Chart
- Legal Status of the society-Copy of Registration Certificate
- Copy of PAN/TAN Number / GSTIN
- Copy of Latest Income Tax Return Filed
- Any other document relevant to the proposal.



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## **ANNEXURE- 11: 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 with Tender:

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-12: SELF-DECLARATION NO BLACKLISTING**

{to be filled by the bidder on Rs. 100/- Non Judicial Stamp}

To,

{Tendering Authority},

\_\_\_\_\_

\_\_\_\_\_

In response to the Tender/ NIT No. HC/SK/2019-20/906 Dated: 07.03.2020 : for {Project Title}, as an Owner/ Partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



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## **ANNEXURE- 13: CERTIFICATE OF CONFORMITY/ NO DEVIATION**{to be filled by the bidder}

To,

{Tendering Authority},

\_\_\_\_\_

\_\_\_\_\_

**NIT:**

### **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:



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## **ANNEXURE- 14: 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:

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 be no lower than Company Secretary of the OEM.





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## **ANNEXURE-15: FINANCIAL BID UNDERTAKING**{on bidders letterhead in technical bid}

To,  
Registrar General,  
Rajasthan High Court,  
Jodhpur

Reference:

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-7**.

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:



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## ANNEXURE-16: 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.

- b. 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 of .....Contractor(s) do hereby undertake to pay to the Rajasthan High Court, Jodhpur an amount not exceeding Rs.....(Rupees.....only) on demand.
- c. 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).
- d. 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.
- e. 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.
- f. 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



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सत्यमेव जयते

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.

- g. 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).
- h. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RHC in writing.
- i. 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).
- j. 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.
- k. 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.
- l. 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-17: 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

Sir,

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

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

- 3) We undertake to provide Comprehensive OEM Warranty for the offered items for the period mentioned above.
- 4) We undertake that the item/ items 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 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 machine & equipments 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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## ANNEXURE-18: 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 "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: -

- g. Cash/ Bank Draft No./ Banker's Cheque/ Bank Guarantee No. \_\_\_\_\_ dated. \_\_\_\_\_ valid upto \_\_\_\_\_.
- h. Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- i. 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/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.
- e. 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.
- f. 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.
- c. 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 workprescribedperiod of the lot & completion of work	5.00%
III.	Delay exceeding half but not exceeding three fourth of the completion of workprescribedperiod 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

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 – 19 :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 materials 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-rj@nic.in](mailto:hc-rj@nic.in) on date \_\_\_\_

Yours faithfully,

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

### Bank Confirmation

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

Bank's Stamp

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_



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## Annexure - 20 List of Necessary Required Document for Qualifying in Technical Bid

सभी निविदादाता फर्म उनके द्वारा <https://eproc.rajasthan.gov.in> साइट पर आनलाईन अपलोड किये जाने वाले प्रत्येक दस्तावेज पर फर्म की मोहरलगा कर हस्ताक्षर करते हुये पृष्ठ संख्या अंकित करें। तत्पश्चात उसके अनुरूप ही स्वयं के लेटरहेड पर नीचे वर्णित सूची को भरकर 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	1. The bidder should be a company/Distributor/registered firm. 2. The Bidder shall be an OEM/Distributor. In the alternative, an OEM may authorize its one or more Partner to bid.	1. Copy of Certificate(s) of incorporation 2. Authorization Certificate from OEM (in case of partner)	
2	(2) Net Worth	The net worth of the bidder in the last financial year, i.e. 2018-2019, should be positive. The bidder's annual turnover from sales and support services of computers systems in India should be as follows in last three years: The <b>Average turnover</b> of bidder in last three years more than Rs. 1Crore.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last three financial year	
3	(3) Sales in India	The OEM/ Distributor should have ready to supply in one shot in specific time.	Statutory Auditor Certificate or Certificate from the Company Secretary of the OEM / Distributor clearly specifying year wise sales of these type of items in India	
4	Tax registration and clearance	The Bidder should have a registered number of i. GST/VAT/Sales Tax where his business is located ii. Service Tax iii. Income Tax / PAN / TIN number. iv. All other applicable taxes	- Copies of relevant registration certificates - Valid VAT clearance certificate upto date from the CTO of the circle concerned/ PAN No.	
5	Blacklisting	A bidder who is blacklisted from any other Govt. Institution not eligible to participate in this project. Similarly bidder debarred from 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-10 An affidavit (on non-judicial stamp of Rs 100/-)	
6	Service Support Centre	1. The bidder should have Service Support Centre / Resident Engineers available at all 33 District in Rajasthan 2. If the Bidder does not have any operational Service Support Centre /Resident Engineer in above places, the bidder shall submit an undertaking to establish Service Support Centres / appoint and deploy Resident Engineers at above places within 24 Hrs and repair within 05 days from the Date of Issue of Work Order and before signing of Agreement.	Details / Undertaking for setting up Service Support Centres / deployment of Resident Engineers in Rajasthan	
7	Registration of the Bidder:	The bidder should be registered body under the Societies Registration Act/Indian Religious and Charitable Act/Indian Trust	Copy of Certificate(s) of Registration	



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		Act/Companies Act or their state counterparts for more than three years at the time of submission of proposal.		
8	Experience in implementation and management of such projects/ schemes:	Executed supply order/experience certificate. Proof of completion <u>of at least two multi-locations similar IT hardware supply or other similar projects for each item (individual) worth of minimum amount of Rs. 25,00,000/-</u> for each. Enclose relevant Documentary proof. Self Certification on company. letter head signed by the authorized signatory as given in the format attached below to be furnished by the bidder in compliance of this clause. However, the Rajasthan High Court, Jodhpur reserves the right to seek additional Supporting documents for The above Projects.	Copy of work order	
10	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 (2016-17, 2017-18, 2018-19). The bidder must attach audited accounts as supporting documents. Un-audited accounts will not be considered	Copy of financial statement	
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	
12	Fee Document	<b>Fee Details</b>		
		Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque	
		RISL Processing Fee	Scanned copy of DD/ Banker's Cheque	
		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	
13	RTGS Details of Firm	on letterheads	as per <b>Annexure-22</b>	
14	Document Required	<b>Pre-Qualification &amp; Technical Documents</b>	<b>Document Format</b>	
		Bill of Material (BOM)	as per <b>Annexure-1</b>	
		Technical Specification	as per <b>Annexure-2</b>	
		Component offered as per Annexure- 2 from OEM on their letterheads.	as per <b>Annexure-3 (A)</b>	
		Compliance sheet as per Annexure- 2 from OEM on their letterheads.	as per <b>Annexure-3 (B)</b>	
		Covering Letter – Technical Bid On bidder's letter head duly signed by authorized signatory	<b>as per Annexure-8</b>	
		Tender Form	as per <b>Annexure-9</b>	
		Proposal Format for Organization	as per <b>Annexure-10</b>	
		Bidder Authorisation Certificate	as per <b>Annexure-11</b>	
		Self Declaration "No Blacklisting"	as per <b>Annexure-12</b>	
		Certificate of Conformity/No deviation	as per <b>Annexure-13</b>	
		Undertaking on Authenticity	as per <b>Annexure-14</b>	
		Financial Bid undertaking (on bidders letterhead in technical bid)	as per <b>Annexure-15</b>	



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Manufacturer's Authorization Form(MAF)

as per **Annexure-17**

**15** Complete BID Document (Page 1 to 66) 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 (1 से 57) पर हस्ताक्षर मय मोहर कर आवश्यक रूप से संलग्न करना होगा।

**Note: -2** चेक लिस्ट नही भरने की स्थिति में निविदा पर विचार नही किया जायेगा, 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 को दिनांक 20.03.2020 दोपहर:12.30 बजे तक आवश्यक रूप से कार्यालय के भण्डारगृह में जमा करावें।