

RAJASTHAN HIGH COURT, JODHPUR

Notice Inviting Tender (NIT)

NIB No. HC/SK/Procurement/2024-25/74

Date: 06.12.2024

Bids for Annual Rate Contract for the supply of 724 number of Class-3 DSCs with signature and encryption and two years validity (with or without USB KEY) for use of Subordinate Court of Rajasthan under E-Court Project Phase-III of estimated value INR 7,24,000/- are invited from interested bidders up to 17.12.2024 at 11.30AM. Other particulars of the bid may be visited on the procurement portal <https://sppp.rajasthan.gov.in> of the state and <https://hcraj.nic.in/hcraj/tender.php> departmental website.

UBN RHC.2425.G.SRC.00040

By order,


Registrar (Classification)
Rajasthan High Court, Jodhpur

Tender Form No. :

Form Fee Rs. 500/-

RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-04, 2888385 (Store) Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rt@nic.in

Tender Form for Class-3 DSCs with signature and encryption and two years validity
(with or without USB KEY)

1. Details of the firm
submitting the tender

Name of Firm	
Address	
Contact No.	
E-Mail ID	

2. NIT No. : HC/SK/Procurement/2024-25/74 Dated 06.12.2024
3. NIT/Document Fee deposit vide : Cash/DD No. _____ Date _____
4. As details mentioned in the tender, our firm is offering the rates for required DSC as under:-

S. No.	Item	Required Qty	Brand/Make & Model No.		@ Rs. Quoted Price (incl. all taxes) Per unit
1	Class-3 Digital Signature Certificate (Signature & Encryption facility) with USB key	724	Certificate		
			DSC Token		
2	Class-3 Digital Signature Certificate (Signature & Encryption facility) without USB key	724	Certificate		
			DSC Token		

5. Our firm will be bound to supply the concerned goods by the fixed date as mentioned in the supply order given by your office.
6. Our firm will be bound to supply the goods as per the desired standards accepted by your office.
7. The BID Security/EMD amount has been deposited in the form of Cash/DD No. _____ Dated _____ Rs. _____ by our firm, original copy is attached.
8. Our firm is authorized to supply the Item mentioned in NIT and it is registered in the sales department. The GST registration is _____ and PAN No. is _____ of our firm.
9. All the forms and other desired documents attached to the tender form have been submitted by our firm with fully seal and sign.
10. Our firm agrees to abide by all the conditions mentioned in this tender. And in agreement to this, we have signed and sealed each page attached (including the terms and conditions).

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Note : Fill the tender form completely in neat and clean letters and Should be reach office upto
Dated 17.12.2024 at 11.30AM.

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16/12/24*

RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-04, 2888385 (Store) Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

Terms & Condition for supply of Class-3 DSCs with signature and encryption and two years validity (with or without USB KEY)

A. Name of the tender issuer and details of the tender

- (i) Registrar General, Rajasthan High Court, Jodhpur, (Rajasthan) – 342013
Phone: 0291-2888500-504 Fax - 2888080, Mail: hc-rj@nic.in, <http://www.hcraj.nic.in>
- (ii) The tender form can be obtained from the Chief Cashier by paying the prescribed fee during office hours from 10.12.2024 to 16.12.2024 or can be downloaded from the office website. The above sealed tenders should be completely filled and reach the office by 11:30 am on 17.12.2024. The tenders received will be opened on 17.12.2024 at 03:00 pm in front of the tenderers/representatives present. Late tenders will not be accepted.
- (iii) Along with publishing the said tender notice in newspapers as per rules, it will be published on the official website of the department and the website of the state government.
- (iv) After downloading the tender form any website, a demand draft of Rs 500/- for the tender fee will have to be made in favor of Registrar General, Rajasthan High Court, Jodhpur and submitted along with the tender form, otherwise the tender will be considered cancelled.
- (v) The bidder is expected to study the entire tender thoroughly before submitting the tender form to the office. For any kind of clarification in this regard, you can contact during office hours before the last date of tender notice. Explanations will not be accepted after the last date. However, the department is not bound to give any written explanation. Tenders received after the stipulated time will not be considered.
- (vi) It is mandatory to deposit the tender fee and earnest money in the prescribed form along with or before the tender, without which the tender will be considered cancelled.
- (vii) Only the tenders received till the last date and time will be considered eligible for evaluation. To facilitate evaluation, the office may, at its discretion, seek written clarification from any bidder.
- (viii) The tenders received by the department on time will be opened in front of the purchasing committee and the tenderers present on the time and date shown in the tender notice.
- (ix) The tenderer will have to submit the tender form in the prescribed format along with the enclosures and after signing and stamping each page, to the office.
- (x) The Department will have full right to accept or reject the tender in whole or in part at any stage. No discussion will be held with the bidders of rejected/canceled tenders.
- (xi) Apart from the conditions mentioned in the tender form, no other conditions of the bidder will be accepted.

B. SCOPE AND SERVICES:

Rajasthan High Court requires Class III Digital Signature Certificate with USB or without Crypto Token to be used by Judicial Officer for Signing of documents, mails etc. Office will responsible only for the provision of the complete application forms to the vendor. All subsequent process from verification, issuance of DSCs to delivery of USB Crypto Token containing DSCs will be done by the vendor. The complete scope of work is defined as per below however final scope of work will be based on the Mode adopted by the RHC while awarding the Work Order to the vendor.

C. Digital Signature Issuance & Delivery

(a.) Generation and Issuance of Digital Signature Certificates

Concern District & Sessions Judge/concern court will provide the list of the officials/application forms for whom Digital Signature Certificate (DSCs) are to be generated, as per the requirement. There should be an option for applicants to register themselves in the CA website. Print out of the registration form will be sent to Registration Authority (RA) for verification along with Applicant's Sign, Organization Seal and other required documents. Registration Authority (RA) will forward the application forms to Certifying Authority from designated officer. Vendor has to undertake all verifications as may be required for processing the request and issuing USB tokens. Vendor shall review the applications and generate Class-III Digital Signature Certificates (with both Individual Signing and Encryption) for the applicants in accordance to the specifications mentioned in the bid document. Following needs to be provided by the vendor:

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- Applicants should be informed regarding generation of the Digital Signature Certificate by CA (via email or SMS).
- A system generated mail should be sent to the applicants with a copy to our Registration Authority (RA) email ID at least -45- days before expiry of their Digital Signature Certificate.

(b.) Downloading & Installation of Digital Signature Certificates to FIPS Certified USB Crypto Token

- Selected vendor shall download & install the Digital Signature Certificates (DSCs) to FIPS Certified USB Crypto Token as per the standards/ guidelines of Controller of Certifying Authorities (CCA), Government of India.
- Selected vendor shall also test the USB Crypto Token while transferring the DSCs to USB tokens, and make sure the DSCs are downloaded/ installed to working USB tokens.

(c.) Supply & Delivery of USB Crypto Token (installed with DSCs)

- The selected vendor shall supply all the USB Crypto Token with Digital Signature Certificates, to the designated locations in desired timeframe as specified by Rajasthan High Court.
- The selected vendor shall provide the required SDK/device drivers, software (with admin Module), USB token should be plug and play type for client machines and should be with preloaded token drivers/SDK setup for the user system. And these crypto-tokens must be compatible both with Windows and Ubuntu operating system (as provided by Hon'ble E-Committee).
- If USB token is not needed from the vendor, than the vendor should install the certificate in the existing USB token available with concern court/officer.

(d.) Installation / commissioning of DSC

- The successful vendor will have to provide the necessary support for all installation / commissioning related issues for DSC & crypto tokens. Vendor has to provide all necessary customization/applications needed to make the DSC/Crypto tokens operational in Rajasthan High Court's CBS/Domain PCs without any cost.

(e.) Online Portal for Application

- The issuance process of Digital Signature Certificate should be hassle free.
- There should be an online portal of vendor for uploading the scanned copy of the application forms for Digital Signature Certificate in ZIP format or quick proceedings of Digital Signature Certificate. Portal should be active 24*7 and should be open on Rajasthan High Court's PC (Domain PC) along with internet PC.
- Vendor has to prior update to Rajasthan High Court's Registration Authority about any change/ modification/ maintenance activity in the portal.

(f.) MIS and Reports

- MIS and Reports button should be available in the portal and Registration Authority should be able to apply filters before fetching out reports.
- Reports should be exportable in excel and PDF. MIS Reports and details of the Digital Signature Certificate issued, pending, available, expiry date etc. should be 24*7 available to the website and should be exportable to PDF & XLSX.

(g.) Issuance & Delivery Timeline

- Digital Signature Certificate should be issued within 7 days of receipt of application forms or through electronic KYC.
- If there is any discrepancy in the application form of Digital Signature Certificate, it should be informed/updated in the portal within -24- hours from the time of upload.
- USB Crypto Token, if needed must be delivered within 15 working days of placing the purchase order.

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(h.) Validity and e-Token validity period

- Validity of Digital Signature Certificate should of -02- years. The USB token shall be provided with comprehensive validity period of 2 years from the date of delivery of the respective token.
- An auto generated alert via email & SMS should be sent to the user before -45- days of expiry of their Digital Signature Certificate with CC to Rajasthan High Court's Registration Authority (RA).

(i.) Training and Support

- The vendor will be liable to provide training to concern Courts officials at desired location whenever required during the contract period without any additional cost. The training shall cover the whole process of issuance & delivery of Digital Signature.
- No extra costs will be payable by the Court on account of any item (Media Sets, Manuals/User Guides/Administration Manuals for the products being supplied) or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Rajasthan High Court for the same.

(j.) Helpdesk Requirement

- The vendor shall provide online dedicated support and helpdesk services through phone, email and SMS alerts by qualified and competent support team for assisting users. Application Form related issues should be bring into user's notice within 24 Hours and all other issues should be resolved within maximum 48 hours from the call logging.
- Escalation Matrix should be in place for all issues which needs to be provided by the vendor after awarding the Rate Contract and same should be available & updated on online portal.
- The Vendor support staff should be well trained to effectively handle queries raised by the user.
- It is the responsibility of the successful vendor to provide genuine and quality FIPS Certified USB Tokens (as per guidelines of CCA).If any of the USB Token is found defective/non-functional/non-responsive within the validity period time period, the successful vendor (who supplied that particular DSC and Token) shall be asked to replace that USB Token with DSC downloaded afresh, within 4 working days from the replace request. The Officer/Court shall provide a fresh application for reissuance of DSC (if required).
- If DSC gets deleted from USB token unknowingly, the selected vendor may be asked to re-generate DSC for that particular individual on the same USB Token or new USB token (as per the requirement).
- The successful vendor shall also provide online technical support for configuration, installation and troubleshooting, etc. as and when required in all respects through their own set-up or through any of its regional channel partner throughout the country. The successful vendor shall have to provide a helpline number with call logging facility with escalation matrix to the Rajasthan High Court to which service/ complaint call shall be made.
- The successful vendor shall also assist the Officer/Court in extraction of public key out of the DSCs and provide necessary support in integration of the public keys with the applications.
- successful vendor shall have to do the follow-up with users (Actual subscriber of DSC) to complete verification process of KYC (OTP, email or any other verification to be done), wherever applicable.

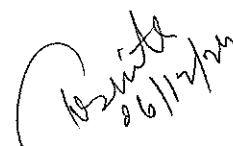
(k.) Help Desk Setup:

- Provide necessary telephonic support to all the users facing issues related to non-timely support / service from the Bidder's Service support centers
- 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.
- Regular updation and maintenance of 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

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D. ELIGIBILITY CRITERIA :

- (i) Turnover of Firm in last three financial years(Total) should be more than Rs. 20 Lakh, for this purpose the bidder should enclosed CA's Certificate.
- (ii) Firm should be profitable and submit the Financial Statement alongwith CA's Certificate of last three financial years.
- (iii) Firm should be having an experience of 5 years in the similar field in Any Govt. State & Central Govt. Department/Banks/PSU/Corporate or similar body. Proof of the same should be submitted.
- (iv) Firm should have experience in providing services to OEM or OEM support/ Partner Certificate.
- (v) Firm should submit an Experience Certificate/Work order as under:-
 - One work order / Experience Certificate of value equal or more 80% of the tender value or
 - Two work orders / Experience Certificates each of value equal or more 50% of the tender value or
 - Three work orders / Experience Certificates each of value equal or more 40% of the tender value
- (vi) Firm should have GST, PAN, TIN, Service Tax registration.
- (vii) 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.
- (viii) Firm having Office/Branch office in Rajasthan.

E. Evaluation Criteria:-

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

F. Declarations:

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

Annexure A:-Compliance with the Code of Integrity and no Conflict of Interest.

Annexure B:- Declaration by the bidder regarding qualifications.

Annexure C:- Grievance Redressal during procurement process.

Annexure D:- Additional Condition of Contract.

G. Evaluation of the Proposals

Only the proposals received upto due date and time at the designated place will be considered for evaluation. To facilitate evaluation, Office of Registrar General, Rajasthan High Court may, at its sole discretion, seek clarification in writing from any bidder.

H. 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 120 days with consent of the bidders.

I. Modification/withdrawal of the Proposal:

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

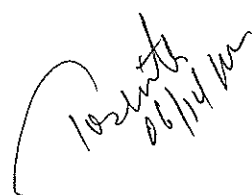
J. Earnest Money/Performance Security Deposit (PSD):

- (i) The bidder will have to attach with the Earnest Money an amount of 2 percent of the estimated value of the tender in the form of cash/demand draft as security deposit payable in the name of 'Registrar General, Rajasthan High Court, Jodhpur'.
- (ii) Under the provisions of Rule 75 of Rajasthan Transparency in Public Procurement Rules, 2013, within 15 days after receipt of the supply order, the successful bidder will have to pay 5 percent of the work order amount/Estimated Cost of Tender in cash/bank guarantee/DD. The security amount will have to be deposited in the Registrar General, Rajasthan High Court, Jodhpur. In case of successful/ selected bidder(s), the EMD will be adjusted in arriving at the amount of the PSD.

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- (i) If any tender form is found without earnest money or less than the prescribed earnest money, the undersigned will have the right to reject it without assigning any reason.
- (ii) The earnest money deposited by all the unsuccessful bidders will be returned after the successful completion of the tender and no interest etc. will be payable for the same.
- (iii) 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.
- (iv) 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".
- (v) Refund of PSD: PSD shall be refunded after three (03) month of the successful completion of the contract period i.e. three (03) month after expiry of "Validity period and Support Services" of all the Items i.e. two year.
- (vi) Forfeiture of PSD: PSD shall be forfeited in the following cases:-
 - When any terms and conditions of the contract are 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.
- (vii) No interest will be paid by R.H.C. on the amount of EMD and PSD.
- (viii) Proper notice will be given to the Supplier/ Selected bidder(s) with reasonable time before EMD/ PSD is forfeited.
- (ix) 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 blacklisting, etc.

K. APPLICABLE LAW:-

- (i) 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.
- (ii) All disputes in this connection shall be settled in Jodhpur Jurisdiction only.
- (iii) 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.
- (iv) The Rajasthan Transparency Public Procurement Act, 2012, Rajasthan Transparency in Public Procurement Rules, 2013 and GF&AR

L. Contract Price:

- (i) 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.
- (ii) 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.

M. Payment Terms and Schedule:

- (i) All District Court/RHC will place individual orders for Digital Signing Certificate (DSC) as and when the requirement arises by the court however court will pay for the invoices on monthly basis as per the DSCs delivered for the last month. The vendor need to submit Monthly DSC issuance report, DSC Delivery Report with TAT achieved (Turnaround Time) along with the invoices. The vendor will be eligible for 100% payment after delivery and successful deployment of digital signing certificates. The payment will be released from concern court as per the payment terms on submission of related documents.
- (ii) The Vendor must accept the payment terms proposed by the Rajasthan High Court. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Rajasthan High Court,. Any deviation from the proposed payment terms would not be accepted. The Rajasthan high Court, shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall

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not amount to a default on the part of the Rajasthan High Court. If any of the items / activities as mentioned in the price bid is not taken up by the RHC during the course of the assignment, the RHC will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

- (iii) 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.
- (iv) Due Payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder(s), and the purchaser having accepted it.
- (v) All remittance charges will be borne by the supplier/ selected bidder(s).
- (vi) Advance Payments will not be made.
- (vii) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective bills.
- (viii) The Vendor will submit a copy of Delivery Challans to the Concern Officer of District Court/ Rajasthan High Court.

N. Confidential Information:

- (i) 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.
- (ii) 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.
- (iii) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

O. Sub-contracting:

- (i) 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:
 - (i) Setting-up a helpdesk
 - (ii) Establishment of Service support centre / deployment of Resident Engineers
 - (iii) Transportation of the Items mentioned in the Annexure-1 to the destinations
- (ii) 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.
- (iii) Subcontracts shall comply with the provisions of bidding document and/ or contract

P. The bidders should note the following

- (i) 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.
- (ii) Strict adherence to formats, wherever specified, is required.
- (iii) All communication and information should be provided in writing.
- (iv) 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.
- (v) The NIT shall be evaluated as per the criteria specified in this NIT Document. However, within the broad framework of the evaluation parameters as stated in the NIT, R.H.C. reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.

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- (vi) The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with RHC. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the firm.
- (vii) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Purchase Committee reserves the right to vet and verify any or all information submitted by the Bidder.
- (viii) 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 the RHC, is found to be incorrect or is a material misrepresentation of facts, then the NIT will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Purchase Committee, if satisfied.
- (ix) The Bidder shall be responsible for all the costs associated with the preparation of the Notice Inviting Tender and for any subsequent costs incurred as a part of the Bidding Process, RHC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

Q. BID Submission Process :-

- a. Any other document which the Vendor may feel necessary to support the product/bid.
- b. 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.
- c. 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.
- d. Bids **NOT** submitted as per the specified format and nomenclature will be out right rejected.
- e. Ambiguous bids will be out right rejected.
- f. The Rajasthan High Court will **NOT** be responsible for any delay on the part of the Vendor in obtaining the terms and conditions of the Tender notice or submission of the Tender bids.
- g. The offers submitted by telegram/ fax/ e-mail etc. shall **NOT** be considered. No correspondence will be entertained on this matter.
- h. The price shall be for delivery at desired destination in the State of Rajasthan including installation/commissioning and complete operationalization and including statutory levies, if any.
- i. Conditional Tenders shall **NOT** be accepted on any ground and shall be rejected straightway.
- j. Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipments with the Technical Bid. **No deviations in terms & conditions** of the Tender document as well as technical specifications (on the lower side) will be accepted in any case.
- k. Tender process will be over after the issue of Supply Order to the selected Vendor(s).
- l. Bids not quoted as per the format given by the Rajasthan High Court will be rejected straightaway.
- m. The bidder must quote for all the items mentioned in the **Annexure-2** including option items /Services. In case any item is not quoted, the bid shall be summarily rejected.
- n. Bidder must quote only one option (Make/Model) against the third party items from amongst the items listed in the "**Annexure – 2: Technical Specification**".
- o. Vendor should not quote products which are likely to be obsolete in near future during the empanelment. However, if it happens, empanelled Vendor will supply the next higher version of the technically accepted product at the same administered empanelled price.
- p. If required the Rajasthan High Court may allow finally empanelled Vendors to supply any of the technically qualified products (Make/Model), depending upon Project requirements, at the same empanelled price, provided, documentary evidence as per eligibility criteria is provided.
- q. Bidder must furnish the technical specification and financial specification compliance sheet, mentioning page numbers of relevant documents in Bid, in **Annexure - 2**.

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

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Annexure-A
Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest :-

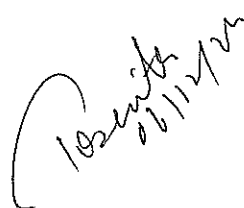
The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance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

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

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

Dated
Places:

Signature Tenderer
with seal



Annexure-B
Declaration by The Bidder regarding Qualification

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bid No. Dated..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership , bankrupt or being wound up, nor have my/our affairs administered by a court or a judicial officer. My/our business activities have not been suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, neither have our directors and officers, 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, I/we have not been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:
Place :

Signature of Bidder
Name:
Designation:
Address:

Dated
Places:

Signature Tenderer
with seal

Continue..10

10/12/2014
06/12/2014

Annexure-C Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the 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 a bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

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

Dated
Places:

Signature Tenderer
with seal

Continue..11



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

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

1 Particulars of appellant:

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

2. Name and address of the respondent(s)

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

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

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

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

6. Grounds of appeal:-

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

7. Prayer
.....

Place

Date

Appellant's Signature

Dated
Places:

Signature Tenderer
with seal

Annexure-D
Additional Conditions of Contract

1. **Correction of arithmetic errors.-**

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

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

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

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

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

Dated
Places:

Signature Tenderer
with seal



ANNEXURE-1: BILL OF MATERIAL (BoM)

Item No.	Equipments	Quantity	MAF required (Y/N)	Validity of DSC (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	Class-3 DSCs with signature and encryption and two years validity (With or without USB KEY)	4960	Y	24	24	24	24

- Successful bidder has to supply all above items, install necessary software and all other accessories as per the instruction of RHC, Jodhpur.
- Successful bidder has to Supply all the required items, as mentioned in the BOM and having the specifications and all other accessories as per approved by Hon'ble Purchase Committee at Rajasthan High Court, Jodhpur / Jaipur and District Court Complex or Taluka Court Complex of Rajasthan High Court.
- Detailed Technical Specifications are given below
- OEM validity period will be commenced from the actual date of Installation in the office concerned.
- Must be compatible both with Windows and Ubuntu operating system (as provided by Hon'ble E-Committee)
- Delivery Schedule as per mentioned in work order.

Dated
Places:

Signature Tenderer
with seal

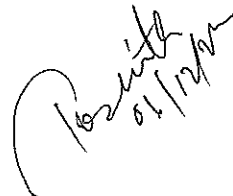


Continue..14

**ANNEXURE-2 TECHNICAL SPECIFICATION CUM COMPLIANCE SHEET
(MUST BE FILLED BY BIDDER)**

S.No.	Parameters	Minimum Specifications	Compliance Y/N
1.	OS Support	Windows, Apple, Linux (Ubuntu 20.04) and any other compatible OS	
2.	Certificate Class	Class 03	
3.	Encryption Algorithm	RSA (Rivest-Shamir-Adleman) or DSA (Digital Signature Algorithm).	
4.	Key Length	2048 bits or more	
5.	Token interface	USB or Smart Card	
6.	Certification	Trusted by Certification Authority (CA) registered with the Controller of Certifying Authorities (CCA) in India.	
7.	Necessary Specification	<p>Following features in DSC may also be required –</p> <p>(a) USB Crypto Token with built in auto run drivers and compatibility with windows and ubuntu O.S. (As provided by Hon'ble e-Committee).</p> <p>(b) Replacement Warranty period of USB Crypto Token including remote places, for 2 years.</p> <p>(c) FIPS and interoperability guidelines compliant according to IT Act and Rules.</p> <p>(d) Authentication and acceptance of user verification through authorised signatory for government offices.</p> <p>(e) Preferably SHA2 Certificate Encryption.</p> <p>(f) Helpline Facility</p> <p>(g) Validity of CA License until expiry period of DSC.</p>	
8.	Assurance Level	These certificate will be issued for both business, personnel and private individuals use. These certificates will confirm that the information in the application provided by the subscriber does not conflict with the information in well-recognized consumer databases.	
9.	Applicability	This level is relevant to environments where risks and consequences of data compromise are moderate. This may include transactions having substantial monetary value or risk of fraud, or involving access to private information where the likelihood of malicious access is substantial.	
10.	Manpower	Vendor(s) shall formulate a centralized web based monitoring mechanism for delivery, installation and maintenance of the Class III Digital Signature provided at District & Subordinate courts during the validity period period. They should submit the periodical reports to Registrar General, Rajasthan High Court every month.	
11.	DELIVERY AND INSTALLATION	Timelines for the Date of Empanelment are 30 Days from the date of Work Order	
Note: The installation schedule mentioned above entails all activities including delivery and installation of all Hardware and related software items.			

Dated
Places:



Signature Tenderer
with seal

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ANNEXURE-3 RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)
(Must be filled)

Dear sir,

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

Bank Details

- 1) Account No. :
- 2) Type of Account :
- 3) Bank Name :
- 4) Branch Name & Address :
- 5) Contact No. of the Branch :
- 6) IFSC No. :
- 7) PAN No. :

Communication Details

- 1) e-mail ID :
- 2) Cell No. :

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

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

Yours faithfully,

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


Bank Confirmation

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

Bank's Stamp

Authorized Signatory _____ Date _____

Dated
Places:



Signature Tenderer
with seal

Continue..16

ANNEXURE-4

घोषणा-पत्र

(Declaration form by the firm on its own letter head)

I/We declare that I/We have thoroughly studied the tender form of office tender number HC/SK/Procurement/2024-25/74 Dated 06.12.2024 and all the forms, information and conditions attached to it. I/We also accept that the decision of Mr. Registrar General, Rajasthan High Court, Jodhpur regarding the tender will be final and valid for us.`

It is also certified that my/our firm carries on the business as per the tender and we have adequate stock of the material mentioned in the tender. We also have experienced and technical staff available for the above work.

My/our firm has not been blacklisted by the State Government/Board/ University/ Autonomous Institution/Corporation/Bank etc. As a symbol, each page of the tender form is sealed with signature.

If this declaration is found to be false, without prejudice to any other action that may be taken, my/our security deposit may be forfeited in its entirety and the tender, to the extent it has been accepted, Can be cancelled.

Dated
Places:

A handwritten signature in black ink, followed by the date '06/12/24' written below it.

Signature Tenderer
with seal

Continue..17

ANNEXURE-5

DRAFT AGREEMENT FORMAT

(As per rules on Non-Judicial Stamp Paper of Rs. 500/-)

{to be signed by selected bidder(s) and tendering authority}

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

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

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

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

Now these Presents witness:

- 1) In consideration of the payment to be made by the RHC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice **NIT No.: HC/SK/Procurement/2024-25/ Dated .10.2024** and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. _____ dated _____ received from {bidder} and letter Nos. _____ Dated _____ issued by the RHC. and appended to this agreement shall also form part of this agreement.
- 4) The RHC do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RHC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- 5) The mode of payment will be as specified in this bidding document/ work order. The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.

Dated
Places:



Signature Tenderer
with seal

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

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the desired Lot.
- iii. *The percentage refers to the payment due for the associated milestone/lot.

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

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

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

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

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

Signature with Seal of the Approved
supplier/ bidder

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

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1

Witness No.2

Handwritten signature and date: 06/12/24

ANNEXURE-6: 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 **NO: HC/SK/PROCUREMENT/2024-25/ 74**

DATED : 06.12.2024

Sir,

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

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

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

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

(Handwritten signature)
06/12/24