



# RAJASTHAN HIGH COURT, JODHPUR

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

## राजस्थान उच्च न्यायालय, जोधपुर

### ई-निविदा सूचना

क्रमांक: एचसी/एसके/2019-20/622

दिनांक : 08.01.2020

राजस्थान उच्च न्यायालय, जोधपुर में समस्त प्रकार की वाद सूची (दैनिक, पूरक, साप्ताहिक एवं अन्य वाद सूची) का प्रकाशन कार्य वार्षिक अनुबन्ध के तहत करवाने हेतु अनुभवी फर्मों से दरों के सम्बन्ध में आनलाईन निविदाएँ आमंत्रित की जाती है। निविदा का विवरण निम्नानुसार है:-

अनुमानित लागत	रुपये 48,00,000 / – (अक्षरे रुपये अड़तालीस लाख मात्र)
अमानत राशि (D.D./Banker Cheque/Cash) (in favour of Registrar General, Rajasthan High Court, Jodhpur)	अनुमानित लागत का 2%
निविदा शुल्क (D.D./Banker Cheque/Cash) (in favour of Registrar General, Rajasthan High Court, Jodhpur)(Non-refundable)	रुपये 1000 / – (अक्षरे रुपये एक हजार मात्र)
प्रक्रिया शुल्क (D.D./Banker Cheque/Cash) (in favour of M.D., RISL, Jaipur) (Non-refundable)	रुपये 1000 / – (अक्षरे रुपये एक हजार मात्र)
निविदा प्रपत्र व शर्तें डाउनलोड करने की अवधि व समय	दिनांक 10.01.2020 प्रातः 11.00 बजे से दिनांक 20.01.2020 प्रातः 11.00 बजे तक
निविदा प्रपत्र व शर्तें वेबसाइट पर अपलोड करने की अवधि व समय	दिनांक 10.01.2020 दोपहर 11.30 बजे से दिनांक 20.01.2020 सायं 05.00 बजे तक
निविदा प्रपत्र मय अमानत राशि, निविदा शुल्क, प्रक्रिया एवं आवश्यक दस्तावेज सहित कार्यालय में प्रस्तुत करने की अन्तिम तिथि व समय	दिनांक 21.01.2020 दोपहर 03.00 बजे तक
निविदा खोले जाने की तिथि, समय व स्थान	दिनांक 21.01.2020 सायं 04.30 बजे रजिस्ट्रार (प्रशासन), राजस्थान उच्च न्यायालय, जोधपुर
निविदा का विस्तृत विवरण (प्रपत्र, सूचना, शर्तें तथा टेण्डर फार्म) सामने दर्शायी वेबसाइट से डाउनलोड की जा सकती है	<a href="http://www.hcraj.nic.in/">http://www.hcraj.nic.in/</a> , <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> , <a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a>

आज्ञा से,

रजिस्ट्रार (प्रशासन)

दिनांक :  
स्थान :

हस्ताक्षर निविदादाता  
मय पता सील मोहर



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## :: निविदा एवं अनुबन्ध की शर्तें ::

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

1. रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर (राज०), फोन: .2888500–504 फैक्स: 0291–2888080, ईमेल – [hc-rj@nic.in](mailto:hc-rj@nic.in)
2. उक्त निविदा से सम्बन्धित प्रस्ताव एकल चरण में दो लिफाफों में (अ) तकनीकी प्रस्ताव (Technical Proposal) (ब) एवं वित्तीय प्रस्ताव (Financial Proposal(BOQ)) में ई-पोर्टल यानी राज्य सरकार की वेबसाइट <https://eproc.rajasthan.gov.in> पर आनलाईन प्राप्त किये जायेगे, जिसका विवरण निम्न प्रकार से है –

Envelope-1 Technical bid (Following documents to be provided as single PDF file)			
Sr.	Documents	Content	File Types
1.	FEE's document	EMD The scanned copy of EMD instruments (2% of estimated cost)	.PDF
		Tender Fee Scanned copy of Fee Receipt / DD/ Banker's Cheque(non-refundable)	
		RISL Processing Fee Scanned copy of DD/ Banker's Cheque(non-refundable)	
2.	Eligibility Criteria Pre-Qualification Documents	Registration certificate of firm, Experience certificate, TIN, PIN, GSTIN certificate of firm	.PDF
		Tender Form as per Annexure-1	
		Experience Certificate for similar work as per Annexure-3	
		Format of the covering letter as per Annexure-4	
		Self Declaration (No Blacklisting) as per Annexure-5 (On Non-Judcial Stamp)	
		Certificate of conformity/No Deviation as per Annexure-6	
		Performance Bank Guarantee as per Annexure-7	
		RTGS Details of Firms (on firm's letter head) Annexure-9	
		All tender document pages with seal & Sign of firm (Page 1 to19)	
Financial bid (Following documents to be provided as single PDF file)			
3.	Financial Bid (BOQ)	Gross Total Value Financial bid as per Annexure – 2	.XLS

3. उक्त निविदा सूचना का प्रकाशन नियमानुसार समाचार पत्रों में करने के साथ विभाग की अधिकृत वेबसाइट <http://hcraj.nic.in> एवं राज्य सरकार की वेबसाइट <https://sppp.rajasthan.gov.in> पर भी किया जायेगा।
4. निविदादाता से अपेक्षित है कि वह आनलाईन निविदा जमा करवाने से पूर्व सम्पूर्ण निविदा का भली-भांति अध्ययन कर ले। इस सम्बन्ध में किसी भी प्रकार के स्पष्टीकरण हेतु निविदा सूचना की अंतिम तिथी से पूर्व तक कार्यालय समय में सम्पर्क किया जा सकता है। तथापि विभाग किसी प्रकार के लिखित स्पष्टीकरण हेतु बाध्य नहीं है। निर्धारित समय के पश्चात प्राप्त निविदाओं पर विचार नहीं किया जाएगा।
5. निविदा के साथ अथवा उससे पूर्व निविदा शुल्क एवं बयाना राशि विहित रूप में जमा करानी अनिवार्य है जिसके बिना निविदा निरस्त समझी जायेगी। तथापि, यदि निविदादाता किसी प्रकार की नियमानुसार छूट चाहता है तो उसे निविदा में उसका उल्लेख करते हुए सम्बन्धित प्रपत्रों की स्व-सत्यापित प्रतियां संलग्न की जानी चाहिए अन्यथा उक्त निविदा को छूट के योग्य नहीं समझा जायेगा।

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- निविदादाता द्वारा नामित स्थान पर देय दिनांक और समय तक प्राप्त प्रस्तावों को ही मूल्यांकन के लिये योग्य माना जायेगा। मूल्यांकन की सुविधा के लिये कार्यालय अपने विवेकानुसार किसी भी बोलीदाता से लिखित में स्पष्टीकरण मांग सकता है।
- विभाग द्वारा समय पर प्राप्त निविदाओं को, निविदा सूचना में दर्शाये गए समय एवं दिनांक को क्रय समिति तथा उपस्थित निविदादाताओं के समक्ष खोला जायेगा।
- निविदादाता द्वारा निविदा निर्धारित प्रारूप मय अनुलग्नकों के तथा प्रत्येक पृष्ठ पर हस्ताक्षर कर व मोहर लगाकर बेवसाइट पर अपलोड करना होगा।
- विभाग को किसी भी स्तर पर निविदा को, पूर्ण अथवा भाग को, स्वीकार अथवा निरस्त करने का पूर्ण अधिकार होगा। अस्वीकृत/निरस्त निविदाओं के निविदादाताओं से कोई विचार-विमर्श नहीं किया जायेगा।
- निविदा प्रपत्र में बतायी गयी शर्तों के अतिरिक्त निविदादाता की कोई भी अन्य शर्त स्वीकार नहीं की जायेगी।

## B. कार्य का विवरण

- “निविदा में प्रिंटिंग की दरे **A4 Size Paper (52 GSM White)** सहित प्रति हजार पेपर एवं उस पर दोनों तरफ मुद्रण की दी जाये तथा मुद्रण में प्रयुक्त लेने वाले पेपर का नमूना भी संलग्न किया जाए।”
- निविदा में दी जानी वाली दरे **A4 Size (52 GSM White Paper)** एवं उस पर स्वीकृत नमूनानुसार प्रिंटिंग कर राजस्थान उच्च न्यायालय, जोधपुर या अन्य वांछित स्थान तक एफ०ओ०आर० उद्धृत की जानी चाहिये तथा यह सभी कर एवं लागतें यथा श्रम, पेपर, स्टेपल, स्याही सहित होगी। इसके अलावा अन्य मद में कोई सामान, सुविधा अथवा कार्य के लिये किसी राशि का भुगतान नहीं किया जावेगा।
- वाद सूची अनुभाग, राजस्थान उच्च न्यायालय, जोधपुर कार्यालय द्वारा वाद सूची निर्धारित पेटर्न में **Index** सहित **A4 Size White Paper** पर मुद्रित कर उपलब्ध करवाई जायेगी तथा मांगे जाने पर सीडी या पेनड्राइव में **Softcopy** भी उपलब्ध करवाई जा सकेगी। वाद सूची मुद्रण कितनी प्रतियों में किया जाना है इसकी संख्या का निर्धारण वाद सूची अनुभाग द्वारा किया जायेगा।
- निविदादाता अपनी स्वीकृत दरों पर कॉजलिस्ट प्रिंटिंग के कार्य को अथवा उसके किसी सारवान भाग को किसी अन्य एजेन्सी को नहीं सौपेगा (सबलेट नहीं करेगा)।
- यदि **Cause List** की प्रिंटिंग एवं आपूर्ति राजस्थान उच्च न्यायालय, जोधपुर प्रशासन की संतुष्टि के अनुसार नहीं की जाती है तो फर्म की संविदा किसी भी समय निरस्त की जा सकती है और अन्य फर्म से कार्य करवाने पर अन्तर की राशि (**Difference Amount**) के लिये फर्म जिम्मेवार रहेगी।
- निविदादाता या उसके प्रतिनिधि की ओर से प्रत्यक्ष या अप्रत्यक्ष रूप से अपना पक्ष समर्थन कराने की एक प्रकार की अनर्हता होगी।
- आदेश जारी किये जाने के बाद **Cause List** की सुपुर्दगी प्रतिदिन निर्धारित समय पर करनी होगी। **Cause List** की सुपुर्दगी समय पर नहीं करने पर प्रति दिवस 25,000/- रुपये की **Penalty** दण्डस्वरूप वसूल की जावेगी। साथ ही **Cause List** तैयार करने का खर्च वसूल किया जावेगा तथा अमानत राशि भी जब्त कर ली जावेगी।

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8. यदि क्रेता अधिकारी Cause List प्रिन्ट नहीं करवाता है या निविदा सूचना में निर्दिष्ट मात्रा से कम कार्य करवाया जाता है तो निविदादाता किसी क्षतिपूर्ति का दावा करने का अधिकारी नहीं होगा ।
9. क्रय समिति को Cause List की गुणवत्ता एवं लागत के आधार पर निर्णय करने का पूर्ण अधिकार होगा। क्रय समिति न्यूनतम निविदादाता व निविदादाताओं को वार्तालाप (Negotiation) के लिये आमंत्रित कर सकती है। इसके बावजूद दरें अनुकूल नहीं पाये जाने पर अथवा सामग्री वांछित गुणवत्ता की न होने पर निविदा निरस्त की जा सकती है जिसके लिए निविदादाता कोई दावा नहीं करेगा ।
10. कार्यालय द्वारा आवश्यकतानुसार वाद सूची के प्रकाशन का वार्षिक अनुबंध, वाद सूची के प्रकाशन के सम्बन्ध में न्यायिक आदेश/प्रशासनिक निर्णय के अध्यधीन समय पूर्व भी समाप्त किया जा सकता है, जिसके लिए निविदादाता किसी क्षतिपूर्ति का दावा करने का अधिकारी नहीं होगा ।
11. कार्यालय को नीचे वर्णित अनुसार स्वीकृत नमूने के A4 Size White Paper पर वाद सूची अनुभाग द्वारा निर्धारित की गई संख्या में **Cause List** की प्रतियाँ तैयार कर तार से सिलाई (Staple) कर उपलब्ध करवानी होगी –
  - (अ) **Daily & Weekly basis** पर मुद्रित की जाने वाली वाद सूची (**Cause List**) की प्रति उपनिबन्धक (न्यायिक) महोदय, जोधपुर के कार्यालय से तय दिवस एवं समय पर प्राप्त की जावेगी, जिसके अनुरूप निर्धारित संख्या में **Cause List** की प्रतियाँ तैयार कर अगले दिन सुबह कार्यालय समय तक राजस्थान उच्च न्यायालय, जोधपुर के **Cause List Section** (वादसूची अनुभाग) / या अन्य कोई निर्धारित स्थान मर मशीनमैन को सुपुर्द करनी होगी।
  - (ब) **Supplementary Cause List** ए तय दिवस एवं समय पर श्रीमान् डिप्टी रजिस्ट्रार (न्यायिक), जोधपुर के कार्यालय से प्राप्त करनी होगी तथा इसका मुद्रण कर उसी दिन रात्रि 11.00 बजे तक राजस्थान उच्च न्यायालय, जोधपुर के **Cause List Section** (वादसूची अनुभाग) / या अन्य कोई निर्धारित स्थान मर मशीनमैन को सुपुर्द करनी होगी।
  - (स) मशीन मैन द्वारा **Cause List** की गिनती कर एवं उसका भौतिक सत्यापन कर एक प्राप्ति रसीद दी जायेगी। फर्म को बिलों का भुगतान उक्त सत्यापित प्राप्ति रसीद के संलग्न करने पर ही होगा। रसीद के अभाव में भुगतान नहीं किया जायेगा।

## C. पात्रता के मानदंड (Eligibility Criteria)

1. निविदा फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/ मालिक/कम्पनी सचिव के अतिरिक्त किसी अन्य व्यक्ति के द्वारा भरी जाने की अवस्था में उस व्यक्ति का निविदा भरने हेतु फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/ मालिक/कम्पनी सचिव के द्वारा अधिकृत किया जाने वाले दस्तावेज की प्रति प्रस्तुत करनी होगी जो फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/ मालिक/कम्पनी सचिव के द्वारा सत्यापित होनी चाहिए।
2. पंजीकरण:-
  - (a) निविदादाता के पास राजस्थान दुकान एवं वाणिज्य संस्थान अधिनियम, 1958 अथवा कम्पनी अधिनियम, 1956 के तहत अथवा इसके समकक्ष अधिनियम के तहत अन्य राज्य/केन्द्र में पंजीकृत होने का प्रमाण पत्र होना चाहिए।  
नोट:- (किसी भी पंजीकरण के लागू नहीं होने की दशा में निविदादाता को स्वयं प्रमाणित घोषणा पत्र लैटर हैड पर अनिवार्य रूप से निविदा प्रपत्र के साथ संलग्न करना होगा)
  - (b) पंजीकरण प्रपत्र की स्वयं द्वारा सत्यापित प्रति संलग्न करनी चाहिये जिसके अभाव में

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निविदा निरस्त की जा सकेगी।

3. **कार्यानुभवः**— निविदादाता इस तरह के कार्य के लिये दो वर्ष का अनुभव होना चाहिए। निविदादाता अपने प्रतिष्ठान में उपलब्ध संसाधन, अनुभव का विवरण एवं किये गये कार्य के नमूने संलग्न करेगा। माननीय क्रय समिति या उसके प्रतिनिधि सम्बन्धित फर्म की कार्य क्षमता का निरीक्षण कर तदनुसार निर्णय करने के लिए स्वतन्त्र होंगे।
4. **निविदा मूल्य** : निविदादाताओं को निविदा प्रपत्र के साथ निर्धारित निविदा मूल्य आवश्यक रूप से जमा करवाया जाना है जिसके बिना निविदा निरस्त समझी जायेगी।
5. **बयाना राशि(Earnest Money)** : ठेकेदारों/निविदादाताओं को बयाना राशि (Earnest Money), जिसकी राशि एवं अन्य विवरण संबंधित अध्याय में दिया गया है, के अनुसार आवश्यक रूप से निविदा के साथ संलग्न कर कार्यालय में जमा करवानी है। बयाना राशि (Earnest Money) के अभाव में निविदा निरस्त समझी जायेगी।
6. **निविदादाता की अधीन कार्य करने वाले श्रमिकों के सम्बन्ध में निर्देश**—
  - (a) निविदादाता द्वारा अपने कर्मियों को राज्य सरकार के परिपत्र क्रमांक एफ. 2(1)वित्त/एसपीएफसी/2017 संख्या 1/2018 दिनांक 30-04-2018 की पालना में निर्धारित न्यूनतम दैनिक मजदूरी दिये जाने की अण्डरटेकिंग देनी होगी। इस संबंध में समय समय पर जारी सभी राजकीय अनुदेशों की पालना की समस्त जिम्मेदारी निविदादाता की होगी।
  - (b) बाल श्रमिकों को संविदा कार्यों में नहीं लगाया जायेगा।
  - (c) कर्मचारी राज्य बीमा के अन्तर्गत कटौती किया जाना एवं राज्य सरकार द्वारा मान्य अन्य सभी प्रकार की कटौतियों को कर्मियों पर लागू करना एवं इस प्रकार की राशि को नियमानुसार समय पर जमा कराने का उत्तरदायित्व निविदादाता का होगा।
  - (d) केन्द्र एवं राज्य द्वारा जारी अधिनियम, नियम, विनियम, परिपत्र, आदेश द्वारा अधिरोपित समस्त प्रकार के दायित्व एवं कटौतियों की पालना का उत्तरदायित्व निविदादाता का रहेगा। किसी प्रकार की क्षतिपूर्ति अथवा निविदादाता के अधीन नियुक्त दैनिक मजदूर/वेतन भोगी को अन्य किसी प्रकार के दावे का भुगतान कार्यालय द्वारा देय नहीं होगा। इसकी समस्त जिम्मेदारी निविदादाता की होगी।
  - (e) निविदादाता को अपने अधीन कार्य करने वाले व्यक्तियों (सदस्यों) के फोटो युक्त Identity Card – Cum - Entry Pass जारी करने होंगे एवं उपरोक्त कार्ड के साथ ही वे भवन में प्रवेश करेंगे अन्यथा नहीं। साथ ही इनकी एक सूची विभाग को भी उपलब्ध करवानी होगी। इनके अतिरिक्त कोई भी अन्य दूसरे व्यक्ति का भवन में प्रवेश वर्जित रहेगा।

## D. अमानत राशि/प्रतिभूति राशि

1. निविदादाता को निविदा प्रपत्र के अनुरूप 2 प्रतिशत राशि डिमाण्ड ड्राफ्ट के रूप में अमानत राशि हेतु जो कि 'रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर' के नाम से देय हो, निविदा के साथ संलग्न करना होगा।
2. सफल निविदादाता को सप्लाई आदेश प्राप्ति के पश्चात 7 दिवस के भीतर Rajasthan Transparency in Public Procurement Rules, 2013 के नियम 75 के प्रावधानों के अनुसार निविदा के अनुमानित मूल्य की 10 प्रतिशत राशि नकद/ बैंक गारण्टी/डी.डी. प्रतिभूति के रूप में रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में जमा करानी होगी, निविदा के संलग्न जमा 2 प्रतिशत अमानत राशि (Earnest Money) इसमें समायोजन योग्य होगी।

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3. यदि कोई निविदा प्रपत्र बिना धरोहर राशि के अथवा निर्धारित अमानत राशि से कम का पाया जाता है तो उसे बिना कारण बताये अस्वीकार किये जाने का अधिकार अधोहस्ताक्षरकर्ता के पास होगा।
4. सभी असफल निविदादाताओं को उनके द्वारा जमा अमानत राशि निविदा के सफल निस्तारण के पश्चात लौटा दी जायेगी तथा इसके लिये किसी प्रकार का ब्याज इत्यादि देय नहीं होगा।

## E. धरोहर राशि का समपहण/जब्ती:-

- (i) जब निविदादाता निविदा खुलने के पश्चात अपनी निविदा प्रत्याहृत या उपांतरित करता है ;
- (ii) जब निविदादाता प्रदाय/संकर्म आदेश देने के पश्चात विनिर्दिष्ट कालावधि के भीतर करार, यदि कोई हो, का निष्पादन नहीं करता है :-
  - (a) जब निविदादाता विनिर्दिष्ट समय के भीतर प्रदाय/संकर्म आदेश के अनुसार माल या सेवा का प्रदाय या संकर्म का निष्पादन प्रारम्भ करने में असफल रहता है ;
  - (b) जब निविदादाता प्रदाय/संकर्म आदेश दिये जाने के पश्चात विनिर्दिष्ट कालावधि के भीतर कार्य संपादन प्रतिभूति जमा नहीं कराता है ;
- (iii) यदि निविदादाता Rajasthan Transparency in Public Procurement Rules, 2013 के अध्याय 6 (CHAPTER VI) में विनिर्दिष्ट निविदादाता के लिए विहित सत्यनिष्ठा की संहिता के किसी उपबंध को भंग करता है।

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

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

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

## G. अपात्रता

1. निविदाएं निम्न कारणों से अपात्र घोषित की जा सकती है :
  - (a) निविदा सूचना में प्रकाशित अंतिम तिथि एवं समय के पश्चात प्राप्त हुई निविदाएं।
  - (b) बिना निविदा मूल्य एवं बयाना राशि के जमा निविदाएं।
  - (c) अपूर्ण निविदायें एवं भ्रामक अथवा गलत तथ्य/ दावे प्रस्तुत करने वाली निविदायें।
  - (d) विभाग द्वारा चाहे गये स्पष्टीकरण को न प्रदान कर पाना/ स्पष्टीकरण को विभाग द्वारा चाहे गये तय समय से देरी से प्रदान करना।
  - (e) एक से ज्यादा निविदाएं प्रस्तुत करना। ऐसा होने पर फर्म द्वारा भरी गयी समस्त निविदाएं तकनीकी मूल्यांकन में निरस्त की जा सकेंगी।
  - (f) अपूर्ण व सशर्त निविदा प्रस्तुत करना।
  - (g) तकनीकी व अन्य समस्त अहर्ताओं का पूर्ण न कर पाना।
  - (h) निविदादाताओं अथवा उसके किसी प्रतिनिधि का अवांछित रूप से प्रभाव डालना/डलवाना,

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विवाद इत्यादि करना, रिश्वत इत्यादि का प्रस्ताव करना अथवा गैर कानूनी रूप से तुष्टीकरण करना।

- (i) अल्प वैधता वाली निविदा प्रस्तुत करना।
- (j) वांछित अनुभव का ना होना।

## H. सामान्य नियम, शर्तें एवं भुगतान

निविदा हेतु सामान्य नियम एवं शर्तें निम्नानुसार रहेंगे।

1. निविदादाता स्वयं के अधीनस्थ कर्मियों के चाल चलन एवं चरित्र के लिये पूर्ण रूप से जिम्मेदार होगा।
2. वित्तीय निविदा में शब्दों एवं अंकों में भिन्नता पाए जाने की स्थिति में शब्दों में वर्णित दरों को ही मानते हुए तुलना की जावेगी। यदि गणना में कोई त्रुटि है तो अलग अलग दरों को सही मानते हुए इनके योग की गणना कर तुलना हेतु लिया जावेगा।
3. सामान्य स्थितियों में निविदा के पश्चात बातचीत नहीं की जायेगी। तथापि, बातचीत निम्नतम निविदाकारों से उन परिस्थितियों में की जा सकती है जहाँ रिंग मूल्य उद्धरित किए गए हों या दरें अत्यन्त विचारणीय हों एवं प्रचलित बाजार दर से अत्यधिक ऊँची हों। स्वीकार्य दरों के असमाधानप्रद उपलब्धि के मामले में क्रय समिति निम्नतम निविदाकार हेतु नियमों में दिये गये अनुसार प्रति प्रस्ताव करने का भी निश्चय कर सकती है। यदि प्रतिप्रस्ताव निम्नतम निविदाकार को स्वीकार्य न हो तो समिति निविदाओं को नामजूर करने और निविदा पुनः आमंत्रित करने या उसी प्रतिप्रस्ताव को पहले द्वितीय निम्नतम निविदाकार को और तथा तृतीय निम्नतम निविदाकार को और इसी क्रम में उस निविदाकार को प्रतिप्रस्ताव दिया जा सकता है जो प्रतिप्रस्ताव को स्वीकार करे।
4. सफल निविदादाता को कार्यादेश दिए जाने की दिनांक से 07 दिवस में नियमानुसार/कार्यादेश में वर्णित मूल्य के नॉन ज्यूडिशियल स्टाम्प पर अनुबन्ध/करार पत्र मुद्रित कर कार्यालय में प्रस्तुत करना होगा।
5. माननीय क्रय समिति कार्य की प्रकृति को देखते हुए सभी निविदादाताओं को एक साथ वार्तालाप के लिये बुलवाने के लिए स्वतंत्र होगी।
6. बिल महीने की एक तारीख को राजस्थान उच्च न्यायालय, जोधपुर में प्रस्तुत किया जावेगा जिसके साथ सम्पूर्ण माह की सत्यापित रसीदें संलग्न की जावेगी। जिसमें प्रति दिन Cause List में पृष्ठ तथा प्रतियों एवं कुल पृष्ठ अंकित होंगे।
7. निविदा को किसी स्तर पर रद्द करने का अधिकार रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में निहित रहेगा। न्यूनतम दरें स्वीकार करना अनिवार्य नहीं है।
8. उपरोक्त शर्तों के अतिरिक्त जहाँ आवश्यक हो राजस्थान सरकार के General Financial and Accounts Rules के नियम एवं Transparency in Public Procurement Rules, 2013 के प्रावधान लागू होंगे।

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

## GENERAL INSTRUCTIONS TO BIDDER

### 1. 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 Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- Strict adherence to formats, wherever specified, is required.
- No change in/or supplementary information shall be accepted once the NIT is submitted. However, Project Authority reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the NIT. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Project Authority may be a ground for rejecting the NIT.
- The NIT shall be evaluated as per the criteria specified in this NIT Document. However, within the broad framework of the evaluation parameters as stated in the NIT, R.H.C. reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the firm.
- Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Committee constituted under the Chairmanship of the Committee reserves the right to vet and verify any or all information submitted by the Bidder.
- 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.
- The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

### 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.
- 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 straight away.

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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.

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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, 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:

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## **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.

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## (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.

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Form No. – 1

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

## Memorandum of Appeal under the Rajasthan Transparency in Public

### Procurement Act, 2012

Appeal No ..... of .....

Before.....(Appellate Authority)

1 Particulars of appellant:

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

(ii) Official address : .....

(iii) Residential address : .....

2. Name and address of the respondent(s)

(i) .....

(ii) .....

(iii) .....

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

3. If the Appellant proposes to be represented by : .....

a representative the name and postal address .....

of the representative. ....

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

6. Grounds of appeal:-

.....

.....(Supported by an affidavit)

7. Prayer .....

Place .....

Date .....

Appellant's Signature

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## **Annexure-D** **Additional Conditions of Contract**

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

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

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

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

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

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 50% of the value of Goods of the original **contract in current financial year 2017-18 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.

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## ANNEXURE -1 Tender Form

### कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

(वाद सूची मुद्रण कार्य हेतु निविदा प्रपत्र)

1. निविदा प्रस्तुत करने वाली : .....  
फर्म का नाम, पता व .....  
.....  
दुरभाष नम्बर .....  
.....
2. निविदा सूचना क्रमांक : क्रमांक: एचसी/एसके/2019-20/622 दिनांक : 08.01.2020
3. निविदा में वर्णित अनुसार हमारी फर्म द्वारा निम्नानुसार कार्य किये जाने बाबत दरें प्रस्तुत की जायेगी।

### (PRINTING OF CAUSE LIST)

Particular				
S. No.	Name of Item	Paper Size	Paper GSM	Paper Qty.
1	Printing of Cause List (1000 Page both side Printing) Print on white Paper	A4	52 GSM	1000 Paper Both side Printing

4. हमारी फर्म वाद सूची मुद्रण का कार्य कार्यालय द्वारा दिये गये कार्यादेश में वर्णित अनुसार निश्चित तिथि से ही आरम्भ करेगी।
5. हमारी फर्म वाद सूची मुद्रण का कार्य वांछित क्वालिटी एवं मापदण्ड की सामग्री प्रयोग करते हुये तथा कार्यालय द्वारा उपलब्ध करवाये गये निर्धारित प्रारूप अनुसार ही किया जायेगा।
6. हमारी फर्म वाद सूची मुद्रण कार्य हेतु दी गई दरें, वार्षिक अनुबन्ध के आधार पर तय की गई है, जो हमें मान्य है।
7. हमारी फर्म द्वारा अमानत राशि रुपये \_\_\_\_\_ जरिये Banker's Cheque/ DD No./ P.R.No \_\_\_\_\_ तारीख \_\_\_\_\_ द्वारा जमा कराई गई, मूल प्रति संलग्न है।
8. हमारी फर्म उपरोक्त कार्य करने के लिये अधिकृत है व बिक्री विभाग में पंजीकृत है। हमारी फर्म के GSTIN No. \_\_\_\_\_ एवं PAN No. \_\_\_\_\_ है।
9. हमारी फर्म द्वारा Annexure A to D, Annexure 1 to 9 एवं अन्य वांछित दस्तावेज हस्ताक्षर मय सील कर अपलोड कर दिये गये हैं।
10. हमारी फर्म द्वारा उक्त निविदा के तहत वाद सूची मुद्रण कार्य हेतु प्रयोग में लिये जाने वाले कागज का नमूना हस्ताक्षर मय सील आपके कार्यालय में निविदा खोले जाने की दिनांक से पूर्व इस कार्यालय में भौतिक रूप से प्रस्तुत करूंगा।

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## ANNEXURE-02: PRICE BID(BoQ) (on e-Proc website):

<b>Item Rate BoQ</b>							
Tender Inviting Authority: Registrar General, Rajasthan High Court, Jodhpur							
Name of Work: CAUSE LIST PRINTING WORK AT RAJASTHAN HIGHT COURT, JODHPUR							
Contract No: <b>HC/SK/2019-20/622</b> dated <b>08-01-2020</b>							
Bidder Name :							
<b>PRICE SCHEDULE</b> (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 #	NUMBER #	TEXT #	NUMBER#	NUMBER #	NUMBER#	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures 1000 paper both side printing to be entered by the Bidder (incl. all taxes)	TOTAL AMOUNT (incl. all taxes)	TOTAL AMOUNT In Words
1	2	3	4	6	13	53	55
1.1	Printing of Cause List (1000 Page both side Printing) Print on white 52 GSM Paper with paper	1000	Nos			0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

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

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# RAJASTHAN HIGH COURT, JODHPUR

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## ANNEXURE – 3 Experience Certificate for similar work

NIT No. HC/SK/2019-20/622 dated 08-01-2020

### Tender for Printing of Cause List at Rajasthan High Court, Jodhpur

#### वाद सूची मुद्रण/प्रिण्टिंग कार्य के अनुभव का विवरण

विभाग/संस्थान का नाम	राजकीय/ अर्द्धराजकीय/ प्राइवेट	अवधि (कार्यादेश की प्रति मय प्रमाण पत्र संलग्न करें)	दिनांक से दिनांक तक	क्या वर्तमान में इस विभाग/संस्थान में कार्य किया जा रहा है (हाँ/नहीं)

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## **ANNEXURE-4: 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 Printing of Cause List 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 Selection of a Bidder for printing of cause list at Rajasthan High Court, Jodhpur. We hereby confirm the following:

- The RFP is being submitted by ..... (*Name of the Bidder*) in accordance with the conditions stipulated in the RFP/RFP Documents.
- We have examined in detail and have understood the terms and conditions stipulated in the RFP 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 RFP is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent corrigendum from Rajasthan High Court, Jodhpur
- ..... (*mention the name of the Bidder*), satisfy the legal requirements laid down in the RFP Document. We as the Bidder designate Mr./Ms. .... (*mention name, designation, contact address, phone no., fax no., E-mail id, etc.*), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments, etc. on behalf of us in respect of the project.
- We affirm that this proposal shall remain valid for a period of ..... [*not less than 3 (three) months*] from the last date for submission of the RFP. 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-5: 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: HC/SK/2019-20/622** dated **08-01-2020** for work of printing of Cause List at Rajasthan High Court, Jodhpur, 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- 6: CERTIFICATE OF CONFORMITY/ NO DEVIATION**

{to be filled by the bidder}

To,

{Tendering Authority},

\_\_\_\_\_

\_\_\_\_\_

**NIT: HC/SK/2019-20/622 dated 08-01-2020**

### **CERTIFICATE**

This is to certify that, the work of printing of cause list at Rajasthan High Court, Jodhpur which I/ We have mentioned in the Technical bid, and which I/ We shall printing work 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-7: 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.

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

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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.

6. 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).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RHC in writing.
8. 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).
9. 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.
10. 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.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

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: -

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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:

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## ANNEXURE-8:

### DRAFT AGREEMENT FORMAT (On Non-Judicial Stamp)

(As per rules 0.25% value of order and maximum of Rs. 15,000/-)

{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 bidder has agreed with the RHC 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: -

- Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. \_\_\_\_\_ dated. \_\_\_\_\_ valid upto \_\_\_\_\_.
- Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- 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:

- 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 bidder will duly set forth in our Work Order No. \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/2018 thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice **NIT No.:** HC/SK/2019-20/622 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.
- 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.
- The RHC do hereby agree that if the approved printing of cause list work shall 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.
- The mode of payment will be as specified in this bidding document/ work order.

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

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to printing of cause list 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:

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

Printing of cause list work period may be extended with or without liquidated if the delay in the printing of cause list work in on account of hindrances beyond the control of the bidder.

Printing of cause list work 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

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## **Annexure-9 RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)** **(Must be filled)**

Dear sir,

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

### **Bank Details**

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

### **Communication Details**

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

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

We have forwarded a soft copy of the above details to [hc-rj@nic.in](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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