

RAJASTHAN HIGH COURT, JODHPUR

Notice Inviting Tender

No. HC/SK/2020-21/592

Dated 28.01.2021

Bids For the supply, Installation & Maintenance of 1242 number of Cisco Webex Enterprises version or Microsoft Teams Office 365 E-1 at Subordinate Court of Rajasthan under E-Court Project are invited from interested bidders upto 19.02.2021. Other particular of bid may be visited on the procurement portal (<https://eproc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in>) of the state and <https://hcraj.nic.in/hcraj/tender.php>.
UBN No.

By order,



Registrar (Admn.)

RAJASTHAN HIGH COURT, JODHPUR

NOTICE INVITING TENDER

No. HC/SK/2020-21/592


Dated: 28.01.2021

Rajasthan High Court, Jodhpur invites online bids "For the supply, Installation & Maintenance of 1242 number of Cisco Webex Enterprises version or Microsoft Teams Office 365 E-1 at Subordinate Court of Rajasthan under E-Court Project", for implementation of this purchase Notice Inviting Tender (NIT) is invited from eligible Govt./Non-Govt/Private Sector companies. All details related to this NIT can be viewed and downloaded from websites: <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> & <http://hcraj.nic.in>. Proposals should be submitted online in electronic format on the website: <http://eproc.rajasthan.gov.in>.

Cost of Tender Document (non-refundable) (in Favour of Registrar General, Rajasthan High Court, Jodhpur)	Rs. 2000/- (Rupees Two Thousand Only)
RISL Processing Fee (non-refundable) (in Favour of MD, RISL, Jaipur)	Rs. 1000/- (Rupees One Thousand Only)
Estimated Project Cost	Rs. 1,80,83,520/- (Rupees One Crore Eighty Lakhs Eighty Three Thousand Five Hundred Twenty only)
Earnest Money Deposit (EMD)	Bid Security Declaration
Publishing Date/Time	30.01.2021 at 10.00 A.M.
NIT Download Start Date/Time	30.01.2021 at 10.30 A.M.
Bid submission Start Date/Time	30.01.2021 at 11.00 A.M.
NIT Download End Date/Time	19.02.2021 at 04.00 P.M.
Bid submission End Date/Time	19.02.2021 at 04.30 P.M.
Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*	20.02.2021 at 11.00 A.M.
Technical Bid Opening Date/Time	20.02.2021 at 03.00 P.M.
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified Bidders

Note:

- (1) Bid Validity 180 Days from the last date of bid submission.
- (2) In case, any of the bidders fails to physically submit the Banker's Cheque/Demand Draft for Tender Fee, EMD, and RISL Processing Fee last date and time for submission of Banker's Cheque / Demand Draft / Bank Guarantee for tender fee, EMD and Processing Fee, its Bid shall not be accepted.

By Order

28-1-21
Registrar (Admn.)



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

Table

S. No.	Particulars	Page No.
1	INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)	4
2	Temrs & Condition of Tender	5 to 10
3	Details of enclosed Annexure	
	Annexure-A Compliance with the Code of Integrity and No Conflict of Interest	11
	Annexure-B Declaration by The Bidder regarding Qualification	12
	Annexure-C Grievance Redressal during Procurement Process	13-14
	Annexure-D Additional Conditions of Contract	15-16
	Annexure-1 Form of Bid-securing Declaration	17
	Annexure-2 Delivery and Installation	18
	Annexure-3 Financial BID (BOQ)	19
	Annexure-4 Format of the Covering Letter	20
	Annexure-5 Tender Form	21
	Annexure-6 Proposal Format For Organization	22-23
	Annexure-7 Bidder's Authorization Certificate	24
	Annexure-8 Self-Declaration No-Blocklisting	25
	Annexure-9 Certificate of Conformity/No Deviation	26
	Annexure-10 Undertaking of authenticity of all Items and Allied Equipments	27
	Annexure-11 Financial Bid Undertaking	28
	Annexure-12 Performance Bank Guarantee	29-31
	Annexure-13 Manufacturer's Authorization Form (MAF)	32
	Annexure-14 Delivery Challan cum Installation Report	33
	Annexure-15 Draft Agreement Format	34-35
	Annexure-16 RTGS Details of Firm) On Firm letter head)	36
	Annexure-17 List of Necessary Required Document for Qualifying in Technical Bid	37-39

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



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

- 1) Rajasthan High Court, Jodhpur invites electronic bid (eBid) proposals from reputed, competent Firms, who meet the minimum eligibility criteria as specified in this bidding document for **“the supply, Installation & Maintenance of 1242 number of Cisco Webex Enterprises version or Microsoft Teams Office 365 E-1 at Subordinate Court of Rajasthan under E-Court Project.”**
- 2) The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>.
- 4) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. bidders, who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) A two envelope selection procedure shall be adopted.
- 6) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and EMD should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
- 7) RHC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 8) No contractual obligation whatsoever shall arise from the bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
- 9) RHC disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर

**राजस्थान उच्च न्यायालय, जोधपुर**

**:: Licenses of Cisco Webex Enterprises version or Microsoft Teams Office 365 E-1
(as per Tender Specification) क्रय करने हेतु की गई 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: . 0291-2888500-04, 0291-2888385(स्टोर अनुभाग) फैक्स: 0291-2888080, ईमेल – hc-rj@nic.in
2. रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर (राज०), फोन: 0291-2888500 फैक्स: 0291-2888080, ईमेल – hc-rj@nic.in
3. निविदा सूचना राज्य सरकार के नियमों के अनुसार समाचार पत्रों में प्रकाशित करने के साथ राजस्थान सरकार एवं विभाग की अधिकृत वेबसाइट <http://hcraj.nic.in/tender.aspx>, <https://sppp.rajasthan.gov.in> एवं <https://eproc.rajasthan.gov.in> पर प्रकाशित की जायेगी।
4. निविदादाता से अपेक्षित है कि वह आनलाइन 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 तिथि 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. निविदादाता द्वारा निविदा के साथ अथवा उससे पूर्व निविदा शुल्क, प्रोसेसिंग शुल्क एवं बयाना राशि धोषणा विहित रूप में जमा करानी अनिवार्य है जिसके बिना निविदा निरस्त समझी जायेगी। यदि निविदादाता किसी प्रकार की नियमानुसार छूट चाहता है तो उसे निविदा में उसका उल्लेख करते हुए सम्बन्धित प्रपत्रों की स्व-सत्यापित प्रतियां संलग्न करनी होंगी, अन्यथा उक्त निविदा को छूट के योग्य नहीं समझा जायेगा।
6. विभाग द्वारा समय पर प्राप्त निविदाओं को, निविदा सूचना में दर्शाये गए समय एवं दिनांक को, क्रय समिति के सदस्यगणों द्वारा उपस्थित निविदादाताओं के समक्ष खोला जायेगा।
7. निविदादाता द्वारा निविदा निर्धारित प्रारूप मय अनुलग्नकों के तथा प्रत्येक पृष्ठ पर हस्ताक्षर कर व मोहर लगाकर वेबसाइट पर अपलोड करना होगा एवं एक कॉपी प्रिन्ट करके कार्यालय में निविदा शुल्क, प्रोसेसिंग शुल्क एवं धरोहर राशि के साथ जमा करवानी होगी। उक्त के अभाव में निविदा निरस्त कर दी जायेगी।
8. निविदा प्रपत्र में वर्णित शर्तों के अतिरिक्त निविदादाता की कोई भी अन्य शर्त स्वीकार्य नहीं होगी।
9. अंतिम दिनांक और समय तक प्राप्त निविदाओं को ही मूल्यांकन के योग्य माना जायेगा। मूल्यांकन की सुविधा के लिये कार्यालय अपने विवेकानुसार किसी भी बोलीदाता से लिखित में स्पष्टीकरण मांग सकता है।
10. 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।
11. विभाग को किसी भी स्तर पर निविदा को, पूर्णतः(Completely) अथवा अंशतः(Partly) स्वीकार अथवा निरस्त करने का पूर्ण अधिकार होगा। अस्वीकृत/निरस्त निविदाओं के निविदादाताओं से कोई विचार-विमर्श नहीं किया जायेगा।
12. निविदा प्रपत्र में बतायी गयी शर्तों के अतिरिक्त निविदादाता की कोई भी अन्य शर्त स्वीकार नहीं की जायेगी।

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

B. क्रय किये जाने वाले साफ्टवेयर का तकनीकी विवरण

1. (a) Cisco Webex Enterprise Version (with minimum 500 GB recording space per user) and (b) Microsoft Teams Office 365 E1 (with minimum 500 GB recording space per user)
2. The bidder may submit bid for both separately quoting their prices or for either of them.
3. The successful bidder will provide on line training to the officials from each of 36 Judgeships on the working of the software. The training may be in one, two or more session till officials understand the operation of software.
4. The bidder or OEM will also provide 24x7 online technical support to resolve any technical issue.
5. Price shall be quoted for per user per year.

C. पात्रता के मानदंड (Eligibility Criteria)

The NITs shall qualify based on the following eligibility criteria-

No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	1.The bidder should be a company/Distributor/ registered firm. 2. The Bidder shall be an OEM/Distributor. In the alternative, an OEM may authorize its one or more Partner to bid.	1. Copy of Certificate(s) of incorporation/Registration 2. Authorization Certificate from OEM (in case of partner)
2.	Net Worth	The net worth of the bidder in the last financial year, i.e. 2019-2020, should be positive. The bidder's total annual turnover from sales and support services of computers systems / Softwares in India should be 100% of tender value, in last three years.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last three financial year
4.	Sales in India	The OEM/Distributor should have ready to supply in one shot in specific time.	Statutory Auditor Certificate or Certificate from the Company Secretary of the OEM / Distributor clearly specifying year wise sales of items in India
5.	Tax registration and clearance	The Bidder should have a registered number of i. GSTIN/VAT/Sales Tax/GST(if applicable) where his business is located; ii. Service Tax iii. Income Tax / PAN /GSTIN/ TIN number.	- Copies of relevant registration certificates - Valid GSTIN/VAT clearance certificate upto date from the CTO of the circle concerned/ PAN No.
6.	Blacklisting	A bidder who is blacklisted from any other Govt. Institution is not eligible to participate in this project In participating in any procurement activities for fraudulent or corrupt practices by any State or Central Government or UT in India are not allowed to bid.	As given in the Annexure-8 on non judicial stamp of Rs.100/-
8.	Experience in implementation and management of such projects/ schemes	Minimum three year of experience in implementation of such project. The work-orders and/or any other supporting documents/experience certificates issued by the competent authority of the client pertaining to such works done satisfactorily in the past should be provided.	Executed supply order/experience certificate. Proof of completion of at least three completed multi locations work orders of IT Hardware/software costing not less than the amount equal to 40 % of the estimated cost or at least two completed multi locations work orders of IT Hardware / software costing not less than the amount equal to 50 % of the estimated cost or at least one completed multi locations work orders of IT Hardware / software costing not less than the amount equal to 80 % of the estimated cost for each order Enclose relevant Documentary proof. Self Certification on company. letter head signed by the authorized signatory as given in the format attached below to be furnished by the bidder in compliance of this clause. However, the Rajasthan High Court, Jodhpur reserves the right to seek additional Supporting documents for The above Projects.

Note: 1. GST Registration/ VAT Or Service Tax Or Payment Clearance Certificate upto date are necessary while submitting the bids.
2. Bidder is to fill the above Annexure and indicate the page numbers of the Supporting document in the proof while submitting response to the eligibility criteria.

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर

**D. प्रतिभूति राशि एवं प्रतिभूति राशि का समपहरण (Forfeiture of Security Deposit)**

1. सफल निविदादाता को सप्लाई आदेश प्राप्ति के पश्चात 7 दिवस के भीतर Rajasthan Transparency in Public Procurement Rules, 2013 के नियम 75 के प्रावधानों एवं राजस्थान सरकार के आदेश क्रमांक **F.2(1)/FD/G&T-SPFC/2017 Dt. 13.08.2020** की अनुपालना में निविदा के अनुमानित मूल्य की 2.5 प्रतिशत राशि नकद/ बैंक गारण्टी/डी.डी. प्रतिभूति राशि के रूप रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में जमा करानी होगी।
2. निविदादाता द्वारा संविदा में वर्णित किन्हीं निबंधनों और शर्तों का उल्लंघन करता है तो प्रतिभूति राशि को समपहृत कर लिया जाएगा।
3. निविदादाता सम्पूर्ण प्रदायगी सन्तोषजनक ढंग से करने में असफल रहता है तो प्रतिभूति राशि को समपहृत कर लिया जाएगा।
4. जमा कराई गई प्रतिभूति राशि को समपहृत (Forfit) करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा।
5. प्रतिभूति राशि (Security Money) को समपहृत (Forfit) किये जाने की स्थिति में उक्त राशि विभाग के शीर्ष “अन्य प्राप्तियों” में जमा करायी जाएगी तथा अन्तरण प्रविष्टि की व्यवस्था लिए आवश्यक कार्यवाही की जाएगी।
6. अनुबन्ध की अवधि समाप्त होने के तीन माह पश्चात प्रतिभूति राशि निविदादाता को लौटा दिया जाएगी।

E. अपात्रता

1. निविदाएं निम्न कारणों से अपात्र घोषित की जा सकती हैं :
 - (a) निविदा सूचना में प्रकाशित अंतिम तिथि एवं समय के पश्चात प्राप्त हुई निविदाएं।
 - (b) निविदादाताओं को निविदाप्रपत्र के साथ निर्धारित निविदा मूल्य एवं प्रोसेसिंग शुल्क आवश्यक रूप से जमा करवाया जाना है, जिसे बिना निविदा निरस्त समझी जायेगी।
 - (c) वांछित योग्यता पूर्ण नहीं करने पर जैसे— टर्नओवर, कार्यानुभव, अधिकृत होने का प्रमाण—पत्र इत्यादि।
 - (d) अपूर्ण निविदायें एवं भ्रामक अथवा गलत तथ्य/ दावे प्रस्तुत करने वाली निविदायें।
 - (e) विभाग द्वारा चाहे गये स्पष्टीकरण को न प्रदान कर पाना/ स्पष्टीकरण को विभाग द्वारा चाहे गये तय समय से देरी से प्रदान करना।
 - (f) एक से ज्यादा निविदाएं प्रस्तुत करना। ऐसा होने पर फर्म द्वारा भरी गयी समस्त निविदाएं तकनीकी मूल्यांकन में निरस्त की जा सकेंगी।
 - (g) अपूर्ण व सशर्त निविदा प्रस्तुत करना।
 - (h) तकनीकी व अन्य समस्त अहर्ताओं का पूर्ण न कर पाना।
 - (i) निविदादाताओं अथवा उसके किसी प्रतिनिधि का अवांछित रूप से प्रभाव डालना/डलवाना, विवाद इत्यादि करना, रिश्वत इत्यादि का प्रस्ताव करना अथवा गैर कानूनी रूप से तुष्टीकरण करना।
 - (j) अल्प वैधता वाली निविदा प्रस्तुत करना।

F. बिड (प्रस्ताव) प्रस्तुत करने की विधि (Method for submission of the Proposal):

निविदा राजस्थान सरकार के ई-पोर्टल <http://eproc.rajasthan.gov.in> पर एकल निविदा (Single Part) में निम्नानुसार दस्तावेज संलग्न (Upload) करते हुये भरी जायेगी –

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

Online Bids Envelope shall include the following documents				
SNo.	Documents	Documents Type	Document Content	File Types
1	Fee Details (The scanned copy of EMD instruments)	Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque	.PDF
		RISL Processing Fee	Scanned copy of DD/ Banker's Cheque	
		EMD Declaration	As per Annexure-1	
SNo.	Documents	Pre-Qualification Documents		
2	The requirements as mentioned in the NIT & Complete BID Document.	Document related Eligible Criteria	As per Tender Document	.PDF
SNo.	Documents	Technical Documents		
3	Price Bid (BOQ)	Price BID (BOQ)	as per Annexure-3	.XLS
Note : (i) Price Bid needs to be submitted only on e-procurement website as per the BoQ template.				
(ii) Above documents (Sr. no. 1 to 2) to be provided as PDF file in one cover and Sr. no. 3 in other cover.				

G. दरें/मूल्य

- निविदा प्रपत्र में दरें भारतीय रुपयों में लिखी होनी चाहिये, वर्णित दरें उत्पाद शुल्क, बिक्रीकर, वेट इत्यादि के सहित होनी चाहिये।
- 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 प्रतीत हों। स्वीकार्य दरों के असमाधानप्रद उपलब्धि के मामले में क्रय समिति निम्नतम निविदाकार को नियमानुसार प्रति प्रस्ताव करने का भी निश्चय कर सकती है। यदि प्रतिप्रस्ताव निम्नतम निविदाकार को स्वीकार्य न हो तो समिति निविदाओं को नामंजूर करने और निविदा पुनः आमंत्रित करने या उसी प्रतिप्रस्ताव को द्वितीय, तृतीय निम्नतम निविदाकार व इसी क्रम में अन्य निविदाकार को प्रतिप्रस्ताव दिया जा सकता है जो प्रतिप्रस्ताव को स्वीकार करे।
- फर्म द्वारा BoQ में दी गयी दरों का मूल्यांकन प्रत्येक आइटम्स के लिए पृथक रूप से किया जायेगा।
- किसी फर्म द्वारा BoQ में भरी गयी दरें न्यूनतम (L1) होने के पश्चात भी फर्म की निविदा स्वीकार कर कार्यादेश जारी करना उच्च न्यायालय के लिए बाध्यकारी नहीं होगा।
- दो या अधिक निविदादाताओं की दर समान आने पर सफल निविदादाता का चयन निम्नलिखित आधार पर किया जायेगा (1) फर्म/एजेन्सी का अनुभव, (2) वार्षिक टर्नओवर, (3) फर्म/एजेन्सी की प्रोफाइल इत्यादि।

H. हर्जाना/शास्ति/जुर्माना

- सफल निविदादाता द्वारा सप्लाई आदेश समय पर पूर्ण नहीं करने पर नियमानुसार जुर्माना लगाया जायेगा।
- सफल निविदादाता को सप्लाई आदेश प्राप्ति के अधिकतम 30 दिन के भीतर-भीतर ही सप्लाई कार्य पूर्ण करना होगा। सप्लाई की गई सामग्री नियमानुसार नहीं पाये जाने पर सप्लाई आदेश निरस्त कर धरोहर राशि जब्त कर नियमानुसार कार्यवाही की जायेगी।

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



3. अग्रिम भुगतान देय नहीं होगा। संतोषप्रद सप्लाई के पश्चात ही भुगतान देय होगा। प्रत्येक सप्लाई आदेश की सप्लाई एक साथ निर्धारित समायावधि में ही करनी होगी। वस्तु/ सामान निर्धारित मापदण्ड/गुणवत्ता का नहीं होने पर निविदा दाता के हर्जे खर्चे पर पुनः लौटा दिया जायेगा तथा वांछित सामान बाजार से क्रय किया जायेगा। साथ ही सम्बन्धित फर्म द्वारा सप्लाई आदेश में वर्णित समायावधि में सामान सप्लाई नहीं किये जाने की स्थिति में भी वांछित सामान बाजार से क्रय किया जायेगा। उक्त स्थिति में क्रय किये जाने वाले सामान की अन्तर राशि सम्बन्धित निविदादाता से वसूल की जायेगी। उक्त कार्य के सम्पादन में यदि किसी भी प्रकार की हानि होती है, तो इसके लिये कार्यालय किसी भी प्रकार की क्षतिपूर्ति नहीं करेगा न ही कोई जिम्मेदारी होगी।
4. निविदादाता को कार्यादेश में दिये गये आदेशानुसार सप्लाई का कार्य प्रारम्भ करना होगा। यदि निविदादाता उक्त अवधि में कार्य आरम्भ करने में असफल रहता है तथा परिनिर्धारित नुकसानी के साथ परिधान अवधि में वृद्धि की जाती है तो कार्य के एक माह के मूल्य के निम्नलिखित प्रतिशत के आधार पर परिसमापित नुकसानी (Liquidated damage) की वसूली की जाएगी :

No	Condition	LD %
a.	Delay up to one fourth period of the prescribed delivery period / commencement of work	2.5 %
b.	delay exceeding one fourth but not exceeding half of the prescribed period / commencement of work	5.0 %
c.	delay exceeding half but not exceeding three fourth of the prescribed period / commencement of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period / commencement of work	10.0 %

I. Force Majeure:

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

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर

**J. निविदा की सामान्य शर्तें—निर्देश**

1. सफल निविदादाता को कार्यादेश दिए जाने की दिनांक से 7 दिवस में अनुबन्ध करना होगा।
2. अधोहस्ताक्षरकर्ता सबसे कम मूल्य वाली निविदा को स्वीकार करने के लिये बाध्य नहीं है साथ ही वह निविदा को वित्तीय वर्ष की समाप्ति से पहले ही पूर्ण अथवा आंशिक रूप से समाप्त करने की घोषणा कर सकता है।
3. सभी निविदाओं को स्वीकार या अस्वीकार करने का अधिकार रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर के पक्ष में सुरक्षित रहेगा तथा वह एक प्रकार की सामग्री के लिये एक से अधिक निविदादाता को सप्लाई आदेश देने के लिये स्वतंत्र होगा।
4. रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर उक्त निविदा के सफलता पूर्वक सम्पादन हेतु वर्णित नियम एवं शर्तों में किसी भी प्रकार के बदलाव के लिये स्वतंत्र होगा।
5. कार्यालय निविदा प्रपत्र में वर्णित अनुमानित मात्रा से कम या अधिक मात्रा में सप्लाई आदेश दे सकता है, इसके लिये निविदादाता किसी भी प्रकार का दावा करने के लिये हकदार नहीं होगा।
6. सफल निविदादाता को सप्लाई आदेश प्राप्ति के सात दिवस के भीतर निर्धारित राशि के नॉन ज्यूडिशियल स्टाम्प पर कार्यालय द्वारा निर्धारित प्रारूप में अनुबन्ध-पत्र भरकर प्रस्तुत करना होगा। इसका व्यय सम्बन्धित निविदादाता द्वारा ही वहन किया जायेगा।
7. सफल निविदादाता को सप्लाई आदेश में वर्णित सामान/आइटम्स की सप्लाई इस कार्यालय द्वारा चाहे गये निर्दिष्ट स्थान पर करने की समस्त जिम्मेवारी निविदादाता की होगी।
8. सफल निविदादाता को यह सुनिश्चित करना होगा कि उसके द्वारा सप्लाई की गई सामग्री कार्यालय द्वारा स्वीकृत किये नमूने/स्पेशीफिकेशन अनुसार ही हो तथा माल डुप्लीकेट/अन्य ब्राण्ड या मेक का होने की स्थिति में वस्तु की खरीद द्वितीय न्यूनतम निविदादाता या स्थानीय बाजार से क्रय कर अन्तर की राशि सफल निविदादाता से वसूल किया जायेगा।
9. भुगतान हेतु विपत्र तीन प्रतियों में प्रस्तुत करना होगा तथा भुगतान की कार्यवाही सप्लाई के भौतिक रूप से सत्यापित हो जाने के पश्चात ही किया जायेगा।
10. विपत्रों का भुगतान केवल ECS के माध्यम से किया जायेगा तथा इस हेतु निविदादाता को वांछित सूचना जैसे – PAN No., GSTIN No., Bank A/C No., Name of Bank, Branch, IFSC Code, MICR Code, etc. उपलब्ध करवानी होगी। इस सम्बन्ध में किसी भी प्रकार की सूचना कम अथवा गलत पाये जाने पर होने वाली देरी अथवा नुकसान की जिम्मेवारी इस कार्यालय की नहीं होगी।
11. कार्यालय निविदाप्रपत्र में भर गये सभी तथ्यों एवं उसके संलग्न दस्तावेजों के सम्बन्ध में किसी भी प्रकार की त्रुटि/जालसाजी पाये जाने पर उसे निविदा अनुबन्ध का उल्लंघन मानते हुये आवश्यक कानूनी कार्यवाही करने को स्वतंत्र रहेगा।
12. लेवी, कर, चुंगी, पैकिंग, अग्रेषण, भाड़ा, बीमा, लदान और उतराई, प्रवेश कर, डेमो इत्यादि सभी प्रकार के शुल्क निविदादाता द्वारा ही वहन किया जायेगा। कार्यालय द्वारा निविदा प्रपत्र में वर्णित दरों के अतिरिक्त अन्य किसी प्रकार का भुगतान नहीं किया जायेगा।
13. उपरोक्त शर्तों के अतिरिक्त राजस्थान सरकार के General Financial and Accounts Rules के नियम, Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 के प्रावधान लागू होंगे।

मैंने/हमने उक्त वर्णित सभी नियमों एवं शर्तों को अच्छी तरह से पढ़ लिया है तथा मैं/हम उक्त सभी नियमों और शर्तों से पूर्णतया सहमत है। इस सम्बन्ध में भविष्य में किसी भी प्रकार के होने वाले विवाद के लिये मैं/हम स्वयं जिम्मेदार होंगे।

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



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.

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



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:

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



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 may file a second appeal to an officer or authority designated by the State Government in this behalf within fifteen days from the expiry of the period specified in sub-section (3) or of the date of receipt of the order passed under sub-section (2), as the case may be.

(4) Appeal not to lien 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.

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

(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.

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

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

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



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, as per rules, 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 lowest Bidder, whose Bid is accepted.

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

ANNEXURE-1 FORM OF BID-SECURING DECLARATION **(On Rs. 50/- Non Judicial Stamp) (Must be filled)**

To:

The Registrar General,
Rajasthan High Court, Jodhpur

Sub: **For the supply, Installation & Maintenance of 1242 number of Cisco Webex Enterprises version or Microsoft Teams Office 365 E-1 at Subordinate Court of Rajasthan under E-Court Project"**

NIT/Bid No. : **HC/SK/2020-21/592 Dated 28.01.2021**

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of BID in the following cases, namely :-

- When we withdraw or modify our bid after opening of bids;
- When we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- When we fail to commence the supply of the goods or service or executive work as per supply/work order within the time specified;
- When we do not deposit the performance security within specified period after the supply/work order is placed; and
- If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules,

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid-Securing Declaration shall expire if

- we are not the successful Bidder;
- the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- Thirty days after the expiration of our Bid.
- The cancellation of the procurement process; or
- The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed:

Name.....

In the capacity of :.....

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal.....

[Note : In case of a Joint venture, the Bid securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

ANNEXURE – 2 : DELIVERY AND INSTALLATION

(a) Delivery Schedule

Sr. No.	Location	Timelines from the Date of Empanelment	Maximum Period for installation from the delivery
1	<u>Entire Rajasthan</u>	30 days	07 days

Note: The installation schedule mentioned above entails all activities including delivery and installation of all Hardware and related software items. The warranty/delivery is to be provided at all the Subordinate Court of Rajasthan.

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

ANNEXURE-3: PRICE BID(BoQ) (on e-Proc website):

Validate	Print	Help					
Tender Inviting Authority: Registrar General, Rajasthan High Court, Jodhpur							
Name of Work: For the supply, Installation & Maintenance of 1242 number of Cisco Webex Enterprises version or Microsoft Teams Office 365 E-1 at Subordinate Court of Rajasthan under E-Court Project							
Contract No: HC/SK/2020-21/592 Dated: 28.01.2021							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER R #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated rate in (incl. all taxes) Rs. P	RATE In Figures To be entered by the Bidder Rs. P (incl. all taxes)	TOTAL AMOUNT (incl. all taxes) in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	VC Software/Platform						
1.1	Cisco Webex Enterprises version (with minimum 500 GB recording space per user)	1242	Nos.	14560.000			
1.2	Microsoft Teams Office 365 E-1 (with minimum 500 GB recording space per user)	1242	Nos.	6900.000			
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

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

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



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 the **For the supply, Installation & Maintenance of 1242 number of Cisco Webex Enterprises version or Microsoft Teams Office 365 E-1 at Subordinate Court of Rajasthan under E-Court Project.**

Please find enclosed one copy of our “Notice Inviting Tender” (NIT) in response to the issuance of NIT by RHC **For the supply, Installation & Maintenance of 1242 number of Cisco Webex Enterprises version or Microsoft Teams Office 365 E-1 at Subordinate Court of Rajasthan under E-Court Project.**

We hereby confirm the following:

- The NIT is being submitted by *(Name of the Bidder)* in accordance with the conditions stipulated in the NIT/NIT Documents.
- We have examined in detail and have understood the terms and conditions stipulated in the NIT Document issued by Rajasthan High Court, Jodhpur and in any subsequent corrigendums sent by RHC. We agree and undertake to abide by all these terms and conditions. Our NIT is consistent with all the requirements of submission as stated in the NIT Document or in any of the subsequent corrigendum from Rajasthan High Court, Jodhpur
- *(mention the name of the Bidder)*, satisfy the legal requirements laid down in the NIT Document. We as the Bidder designate Mr./Ms. *(mention name, designation, contact address, phone no., fax no., E-mail id, etc.)*, as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments, etc. on behalf of us in respect of the project.
- We affirm that this proposal shall remain valid for a period of *[not less than 3 (three) months]* from the last date for submission of the NIT. RHC may solicit our consent for further extension of the period of validity.

For and on behalf of

Signature (with seal)

(Authorised Representative/
Signatory) Name of the
Person.....

Designation.....

..... (Kindly attach
the authorization letter)

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE-5 “TENDER FORM”

RAJASTHAN HIGH COURT, JODHPUR

For the supply, Installation & Maintenance of 1242 number of Cisco Webex Enterprises version or Microsoft Teams Office 365 E-1 at Subordinate Court of Rajasthan under E-Court Project
NIT NO. HC/SK/2020-21/592 Dated: 28.01.2021

Addressed to :

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

Firm Details:

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

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

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

ANNEXURE -6: PROPOSAL FORMAT FOR ORGANIZATION

Selection A: Organization Profile

i. Name of the Organization :

ii. Registered Address :

(Necessary fill Tel.,Fax.,

Email, Website, etc.)

iii. Legal Status:

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

iv. Bank Details:

Bank name	Account No.	Date of Opening Account

v. Details of the Contact Person

Name :
 Designation :
 Contact No. :
 E-Mail: :

vi. Members Associated with the Organization:

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

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

Section B: Operational Background

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

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

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

Name of Staff	Position	Qualification	Working since

c. Any previous association/working experience with Govt. Sector? If yes, please provide the details:

d. Volume of Year wise Grant Received during the last 3 years (in different projects):

e. Name of the Donors/Funders during the last 3 Years:

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

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

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



ANNEXURE- 7: BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

{Tendering Authority},

I/ We {Name/ Designation}..... hereby declare/ certify that {Name/ Designation}..... is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender No.: **HC/SK/2020-21/592 Dated: 28.01.2021**

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

ANNEXURE-8: SELF-DECLARATION NO BLACKLISTING

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

To,

{Tendering Authority},

In response to the Tender/ NIT No.: **HC/SK/2020-21/592 Dated: 28.01.2021** for the **supply, Installation & Maintenance of 1242 number of Cisco Webex Enterprises version or Microsoft Teams Office 365 E-1 at Subordinate Court of Rajasthan under E-Court Project**, 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/blacklisted 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:

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



ANNEXURE- 9: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the bidder}

To,

{Tendering Authority},

NIT: NIT No. HC/SK/2020-21/592 Dated: 28.01.2021

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर



ANNEXURE- 10: UNDERTAKING ON AUTHENTICITY OF ALL ITEMS and ALLIED EQUIPMENTS

{to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,

{Tendering Authority},

Reference: **NIT No. HC/SK/2020-21/592** **Dated: 28.01.2021**

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

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are not found complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

Note: The signing Authority should be no lower than Company Secretary of the OEM.

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



ANNEXURE-11: FINANCIAL BID UNDERTAKING

{on bidders letterhead in technical bid}

To,
Registrar General,
Rajasthan High Court,
Jodhpur

Reference:– **NIT No. HC/SK/2020-21/592** **Dated: 28.01.2021**

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price- bid given in **Annexure-3**.

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



ANNEXURE-12: PERFORMANCE BANK GUARANTEE

{to be submitted by the bidder's bank}

(To be submitted on Non-Judicial stamp paper accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jodhpur)
(Payable at par at Jodhpur)

To,

Registrar General,
Rajasthan High Court,
Jodhpur.

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

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

- e. We (indicate the name of Bank) further agree with the RHC that the RHC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RHC against the said Contractor(s) and to forbear or enforce any of the NIT for selection of Vendor for supply of all items throughout the State of Rajasthan (After Pre-Bid) terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RHC or any indulgence by the RHC to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
- f. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- g. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RHC in writing.
- h. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
- i. It shall not be necessary for the RHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RHC may have obtained or obtain from the contractor.
- j. We (indicate the name of Bank) verify that we have a branch at Jodhpur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jodhpur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
- k. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1)

(2)

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर



Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

Registrar General
Rajasthan High Court, Jodhpur

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

ANNEXURE-13: MANUFACTURER'S AUTHORIZATION FORM (MAF)

{to be filled by OEM's authorized partner}

To,

Registrar General,
Rajasthan High Court,
Jodhpur

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference **NIT No. HC/SK/2020-21/592** Dated: **28.01.2021**

Sir,

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

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

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

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

ANNEXURE-14: DELIVERY CHALLAN CUM INSTALLATION REPORT

As a proof of Delivery and installation, the Bidder shall collect signed Delivery Challan cum Installation from the concerned Nodal Officer / Authorized Representative and submit the same as a proof of Final Delivery as per the below mentioned template:

CONSOLIDATED PROOF OF INSTALLATION REPORTS AT DISTRICT COURT,(NAME)

Annexure -A

Work Order No. :-				Work Order Date :-		
Sr. No.	Court Complex Name & Address	Item Name	Serial No. of the Item	Date of Installation	Name of the Authorized Officer	Remarks

All items have been delivered & successfully installed at each site as per the Work order.

(Sign & Stamp)
Senior Most Judicial Officer
(Only in case of HQ's other than District HQ's)

(Sign & Stamp)
Authorized Officer

(Sign & Stamp)
Vendor Representative

Please ensure that signatures are taken on each page of the consolidated report.

Annexure-B

Verification Certificate

Verified that in District, hardware items in courts as per enclosed sheet has been executed in terms of the Work Order No. dated and Guidelines dated issued by Hon'ble Rajasthan High Court.

Name.....
System Officer
Counter Verified by-
Name
Designation
Authorized Officer

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

ANNEXURE-15: DRAFT AGREEMENT FORMAT

(As per rules on Rs. 500/- Non-Judicial Stamp Paper)
{to be signed by selected bidder(s) and tendering authority}

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

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

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

- Cash/ Bank Draft No./ Banker's 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 Present witness:

- In consideration of the payment to be made by the RHC through cheque/ DD/NEFT/RTGS at the rates set forth in the Work Order hereto appended the First Party will duly supply the said articles / complete the work set forth in our Work Order No. _____ dated ____/____/20____ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No. _____ Dated: _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- Letter Nos. _____ dated _____ received from first party and letter Nos. _____ Dated _____ issued by the RHC and appended to this agreement shall also form part of this agreement.

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

- 4) The RHC do hereby agree that if the First Party shall duly supply the said articles / complete the work in the manner aforesaid observe and keep the said terms and conditions, the RHC will through cheque/ DD / NEFT/RTGS pay or cause to be paid to the First Party at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- 5) 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.
- 6) In case of extension in the completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of items/ works which the bidder has failed to supply or complete the work.

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

Note

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

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

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

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

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

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

Signature with Seal of the Approved
supplier/ bidder

Designation:

Date:

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

Designation:

Date:

Witness No.1

दिनांक :
स्थान :

Witness No.1

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

ANNEXURE – 16 :RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)

(Must be filled)

Dear Sir,

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

Bank Details

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

Communication Details

1. Email ID :
2. Cell No. :

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

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

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

ANNEXURE - 17 LIST OF NECESSARY REQUIRED DOCUMENT FOR QUALIFYING IN TECHNICAL BID

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

No.	Basic Requirement as per RFB	Specific Requirements	Documents Required	Must write Page No. where document attached
1	(1) Legal Entity	1. The bidder should be a company/Distributor/ registered firm. 2. The Bidder shall be an OEM/Distributor. In the alternative, an OEM may authorize its one or more Partner to bid.	1. Copy of Certificate(s) of incorporation 2. Authorization Certificate from OEM (in case of partner)	
2	(2) Net Worth	The net worth of the bidder in the last financial year, i.e. 2019-2020 should be positive. The bidder's annual turnover from sales and support services of computers systems in India should be as mentioned in eligibility criterion.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last three financial year	
3	(3) Sales in India	The OEM/ Distributor should have ready to supply in one shot in specific time.	Statutory Auditor Certificate or Certificate from the Company Secretary of the OEM / Distributor clearly specifying year wise sales of these type of items in India	
4	Tax registration and clearance	The Bidder should have a registered number of i. GST/VAT/Sales Tax where his business is located ii. Service Tax iii. Income Tax / PAN / TIN number. iv. All other applicable taxes	- Copies of relevant registration certificates - Valid VAT clearance certificate upto date from the CTO of the circle concerned/ PAN No.	
5	Blacklisting	A bidder who is blacklisted from any other Govt. Institution not eligible to participate in this project. Similarly bidder debarred from participating in any procurement activities for fraudulent or corrupt practices by any State or Central Government or UT in India are not allowed to bid.	A Self Certified letter as given in the Annexure-11 An affidavit (on non-judicial stamp of Rs 100/-)	
6	Service Support Centre	1. The bidder should have Service Support Centre / Resident Engineers available at all 33 District in Rajasthan 2. If the Bidder does not have any operational Service Support Centre /Resident Engineer in above places, the bidder shall submit an undertaking to establish Service Support Centres / appoint and deploy Resident Engineers at above places within 24 Hrs and repair within 05 days from the Date of Issue of Work Order and before signing of Agreement.	Details / Undertaking for settingup Service Support Centres / deployment of Resident Engineers in Rajasthan	

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

7	Registration of the Bidder:	The bidder should be registered body under the Societies Registration Act/Indian Religious and Charitable Act/Indian Trust Act/Companies Act or their state counterparts for more than three years at the time of submission of proposal.	Copy of Certificate(s) of Registration	
8	Experience in implementation and management of such projects/ schemes:	Executed supply order/experience certificate. Proof of completion of work order / supply orders as mentioned in eligibility criterion. for each Enclose relevant Documentary proof. Self Certification on company. letter head signed by the authorized signatory as given in the format attached below to be furnished by the bidder in compliance of this clause. However, the Rajasthan High Court, Jodhpur reserves the right to seek additional Supporting documents for The above Projects.	Copy of work order	
10	Financial Soundness/Stability:	A proposal may come from a single entity having a minimum average annual turnover as per norms for last three financial years (2017-18, 2018-19, 2019-20). The bidder must attach audited accounts as supporting documents. Un-audited accounts will not be considered	CA's Certificate along with Copy of financial statement	
11	Declarations:	Every bidder is supposed to submit a declaration in following annexures:- Annexure A:- Compliance with the Code of Integrity and no Conflict of Interest. Annexure B:- Declaration by the bidder regarding qualifications. Annexure C:- Grievance Redressal during procurement process Annexure D:- Additional Condition of Contract"	Annexure-A Annexure -B Annexure -C Annexure D	
12	Fee Document	Fee Details		
		Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque	
		RISL Processing Fee	Scanned copy of DD/ Banker's Cheque	
		EMD (2% of estimated cost of items for which bid is submitted)	Scanned copy of DD/ Banker's Cheque / Bank Guarantee as per RTPP Act, 2012	
13	RTGS Details of Firm	on letterheads	as per Annexure-16	
14	Document Required	Pre-Qualification & Technical Documents	Document Format	
		Form of Bid-securing Declaration	as per Annexure-1	
		Delivery and Installation	as per Annexure-2	
		Financial BID (BOQ)	as per Annexure-3	
		Format of the Covering Letter	as per Annexure-4	
		Tender Form	as per Annexure-5	
		Proposal Format For Organization	as per Annexure-6	
		Bidder's Authorization Certificate	as per Annexure-7	
		Self-Declaration No-Blocklisting	as per Annexure-8	
		Certificate of Conformity/No Deviation	as per Annexure-9	
		Undertaking of authenticity of all Items and	as per Annexure-10	

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 0291-2888385) Fax: 0291-2888080, Pin Code – 342013, Email – hc-ri@nic.in

	Allied Equipments		
	Financial Bid Undertaking	as per Annexure-11	
	Performance Bank Guarantee	as per Annexure-12	
	Manufacturer's Authorization Form (MAF)	as per Annexure-13	
	Delivery Challan cum Installation Report	as per Annexure-14	
	Draft Agreement Format	as per Annexure-15	
	RTGS Details of Firm) On Firm letter head)	as per Annexure-16	
	List of Necessary Required Document for Qualifying in Technical Bid	as per Annexure-17	
15	Complete BID Document (Page 1 to 39) with Seal & Sign of Competent Authority		

Note: -1 उक्त वर्णित **Annexure** के अतिरिक्त सभी फर्मों को निविदा प्रपत्र में वर्णित समस्त नियम एवं शर्तों से सहमति बाबत निविदा के प्रत्येक पृष्ठ पर (1 से 39) पर हस्ताक्षर मय मोहर कर आवश्यक रूप से संलग्न करना होगा।

Note: -2 चेक लिस्ट नहीं भरने की स्थिति में निविदा पर विचार करना आवश्यक नहीं होगा, जिसकी जवाबदेही स्वयं फर्म की होगी।

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

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर