



RAJASTHAN HIGH COURT, JODHPUR

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



सत्यमेव जयते

RAJASTHAN HIGH COURT, JODHPUR

Notice Inviting Bid (NIB)

FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF 52 NUMBER OF CAMERA & MIKE, 52 NUMBER OF DISPLAY UNIT AND 52 NUMBER OF DOCUMENT VISUALIZER, FOR USE OF SUBORDINATE COURT OF RAJASTHAN UNDER E-COURT PROJECT

For any query please contact on 0291-2888385 during office hours

Rajasthan High Court, Jodhpur (Rajasthan)

Phone: 0291-2888500-504 Fax: 0291-2888080

Web: <http://www.hcraj.nic.in>

Email: hc-rj@nic.in



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Abbreviations

BDF	- Bidding Forms
BOQ	- Bill of Quantities
BIS	- Bureau of Indian Standard
DSC	- Digital Signature Certificate
eGRAS	- Online Government Receipts Accounting System
EQC	- Evaluation and Qualification Criteria
FDR	- Fixed Deposit Receipt
CC	- Conditions of Contract
GST	- Goods and Service Tax
GSTIN	- Goods and Service Tax Identification Number
ITB	- Instructions to Bidders
LBSM	- Lowest Bid Selection Method
LoA	- Letter of Acceptance
MSME	- Micro, Small and Medium Enterprise
NIB	- Notice Inviting Bids
NSIC	- National Small-Scale Industries Corporation
PAN	- Permanent Account Number
RTPP Act	- Rajasthan Transparency in Public Procurement Act, 2012
RTPP Rule	-Rajasthan Transparency in Public Procurement Rule,2013
SoS	- Schedule of Supply
SBD	- Suggestive Bidding Document
SPFC	- State Procurement Facilitation Cell
JV	- Joint Venture



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RAJASTHAN HIGH COURT, JODHPUR Notice Inviting Bid (NIB)

NIB No. HC/SK/Procurement/2022-23/ 34

Date: 19.09.2022

Bid Details-							
#	Particulars	Quantity and Unit	Price of Bid Document	Processing fees or user charges	Bid Security		
					Regular	SSI Rajasthan	Sick Ind.
1.	Camera & Mike	52	INR 2000/-	INR 1000/-	2%	0.5%	1%
2.	Display Unit	52					
3.	Document Visualizer	52					
	Total	156					
1.	Bid dates (other details provided in Instruction to Bidders)	Bid publishing			21/09/2022 at 10.00 AM		
		Document Download/Sale Start Date			21/09/2022 at 10.30 AM		
		Bid Submission Start Date			21/09/2022 at 11.00 AM		
		Online Bid (Techno-commercial and Financial) Submission Closing Date and Time			11/10/2022 at 05.:00 PM		
		Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*			12/10/2022 at 11.30 AM		
		Bid (Techno-commercial) opening Date and Time			12./10/2022 at 01.30 PM		
2.	Payment to be made upon submission of bid	<ul style="list-style-type: none"> Bid doc fee Rs. 2000/- (Two Thousand only) in favour of Registrar General, Rajasthan High Court, Jodhpur (Non-refundable) Processing fee Rs. 1000/- (One Thousand only) in favour of MD, RISL, Jaipur (Non-refundable) Bid security in favour of Registrar General, Rajasthan High Court, Jodhpur <p>All the three payments can be submitted <u>through cash, a banker's cheque or demand draft as per Rule 42(6) and Rule 45 (2) of RTPP Rule.</u></p>					
3.	Opening of Bids	Specific electronic bid opening procedure as specified on the e-procurement portal shall be followed. The bids shall be opened on the date and time as specified. However, if opening date happens to be a holiday, then the bid will be opened on the next working day.					
4.	Procurement Method	Single Stage – Two Envelope National Open Competitive Bidding for Fixed Quantity Contract					
5.	Scope of Bid	In support of the Invitation to Bid for National Open Competitive Bidding the Procuring Entity, Registrar General, Rajasthan High Court, Jodhpur , issues this Bidding Document for purchase of Fixed Quantity of Goods					
6.	Bid Evaluation Method	Lowest Priced Bid Method (As per Section 27 1(a) of RTPP Act subject to Section 25 and Section 6(2) of RTPP Act).					

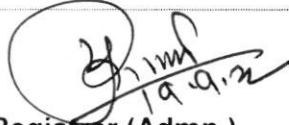


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7.	Bidding Mechanism	Bidding will be conducted via e-procurement portal
8.	Detailed Bid available on	<ul style="list-style-type: none">• State Public Procurement Portal (SPPP) https://sppp.rajasthan.gov.in/• e-procurement portal- https://eproc.rajasthan.gov.in/ - Detailed BOQ in MS Excel is made available³.• Department website : www.hcraj.nic.in
9.	Key Notes	<ol style="list-style-type: none">a) No conditional or partial or incomplete bid shall be accepted.b) The abridged form of NIB is circulated in the national or local newspapers as per Rule 43 of RTPP Rules.c) Price of bid document and processing fee or user charges once submitted shall not be refunded.d) Proof of payment of price of bid document, processing fees or user fees, bid security submitted via <u>cash or demand draft or Banker's Cheque or bid security through Bank Guarantee, original copy should be submitted to Procuring Entity at Rajasthan High Court, Jodhpur before bid (Techno-commercial) submission closing date and time.</u>e) Bids shall be submitted electronically on e-procurement portal with valid digital signatures certificate (DSC) before the specified time and date, by following the procedure for submission of bids as provided on the e-Procurement Portal, https://eproc.rajasthan.gov.in. (Refer Appendix – A.3 – e-Procurement The Procuring Entity shall not be responsible for delay in online submission due to any reason. The electronic bidding system would not allow any late submission of bids.f) The bidders are required to submit:<ol style="list-style-type: none">i. Proof of payment (soft copy) towards the Price of Bid Document, processing fees/ user charges or bid security amount via <i>cash, bank demand draft and banker's cheque to be submitted along with bid.</i>ii. The original receipt of payment <u>by cash, bank demand draft, banker's cheque, or original bid security in approved form</u> i.e., Bank Guarantee to Registrar General, Rajasthan High Court, Jodhpur shall be submitted before Bid (Techno-commercial) Submission Closing Date and Time either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents may be opened publicly before the online bid opening.g) The bidders or supply with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the competent authority as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15 01.2021 and 30.03.2021.h) The Procuring Entity is not bound to accept the lowest bid and may reject after recording reason(s) in writing, any, or all bids as per Rule 72 of RTTP Rules.

UBN is: **RHC2223GLOB00018**


Registrar (Admn.)
Rajasthan High Court,
Jodhpur



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RAJASTHAN HIGH COURT, JODHPUR Notice Inviting Bid (NIB)

NIB No. HC/SK/Procurement/2022-23/ 34

Date: 19.09.2022

Bids for the supply, installation & maintenance of 52 number of Camera & Mike, 52 number of Display Unit and 52 number of Document Visualizer for use of subordinate court of Rajasthan under e-Court Project of estimated value INR 54,02,800/- are invited from interested bidders up to 11.10.2022 at 05.00 PM. Other particulars of the bid may be visited on the procurement portal (<https://eproc.rajasthan.gov.in> or <https://sppp.rajasthan.gov.in/>) of the state, and <https://hcraj.nic.in/hcraj/tender.php> departmental website.

UBN

By order,

Registrar (Administration)
Rajsthan High Court, Jodhpur

UBN is: RHC2223GLOB00018

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2. Instruction to Bidders (ITB) and Bid Data Sheet (BDS)

Important Instruction: The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the RTPP Act] and the “Rajasthan Transparency Public Procurement Rules, 2013” [hereinafter called the RTPP Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. Bidders are advised to acquaint themselves with the provisions of the ACT and Rules. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the Act and Rules shall prevail.

2.1 General

#	Clause	Sub-Clauses
1.	Compliance with RTPP ACT & Rules – Code of Integrity and Conflict of Interest	<p>Bidder to ensure compliance with RTPP ACT & Rules, primarily following-</p> <p>The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules.</p> <p>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 in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules.</p> <p>Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.</p>
2.	Eligible Bidder and Supply	<ol style="list-style-type: none">1. A Bidder may be a natural person, private entity, government-owned entity.2. A Bidder shall have the nationality of India. All supply under contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.3. A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process.4. A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 of RTPP Rules and this Bidding document.5. Each Bidder shall submit only one Bid. <u>Multiple bids submitted by a bidder shall be summarily rejected.</u>6. The bidders and supply with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the competent authority as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021.



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#	Clause	Sub-Clauses												
3.	Contents of Bidding Document	<p>The Bidding Document consists of following Sections as indicated below-</p> <ol style="list-style-type: none"> Notice Inviting Bid (NIB); Instruction to Bidders (ITB) and Bid Data Sheet; Evaluation and Qualification Criteria (EQC); Schedule of Supply for Bidders; Conditions of Contract and Special Conditions of Contract; Bidding Forms; Clarifications to bid document/Addenda to Bid Document if any. <p>The complete bidding document is made available for downloading from the website of State Public Procurement Portal. The prospective bidders who have downloaded the Bidding Document from the website will have to pay the price of bid document and processing fees or user charges as prescribed in the NIB while submitting the Bidding Document on e-procurement portal.</p> <p>The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda if they were not downloaded correctly from the State Public Procurement Portal (https://sppp.rajasthan.gov.in/) e- Procurement Portal (https://eproc.rajasthan.gov.in/) or Procuring Entity's website www.hcraj.nic.in</p>												
4.	Pre-Bid Conference	<p>The Bidder or his authorized representative is invited to attend the Pre-Bid Meeting on date and time mentioned ITB 2.1.8 (Key timelines) if mentioned/allowed. The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.</p> <p>Any modification to the Bidding Document that may become necessary because of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of bidding document).</p> <p>Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.</p>												
5.	Changes to Bidding Document	Any addendum/ <i>corrigendum</i> issued shall be a part of the Bidding Document and may be uploaded on the SPPP and e-Procurement portal for prospective bidders to download.												
6.	Cost of Bidding	<p>The Price of Bid document and processing fees or user charges can be paid <u>by cash, bank demand draft, banker's cheque of a scheduled bank</u>. The details i.e., soft copy of these payments to be submitted electronically through State e-Procurement Portal along with the Bid.</p> <p><u>The original copy of receipt of cash, bank demand draft, or banker's cheque shall be submitted in physical form</u> at the Registrar General, Rajasthan High Court, Jodhpur latest by date and time prior to bid (Techno-commercial) submission closing date and time].</p>												
7.	Key Timelines	<table border="1"> <tbody> <tr> <td>Bid publishing</td> <td>21/09/2022 at 10.00 AM</td> </tr> <tr> <td>Document Download/Sale Start Date</td> <td>21/09/2022 at 10.30 AM</td> </tr> <tr> <td>Bid Submission Start Date</td> <td>21/09/2022 at 11.00 AM</td> </tr> <tr> <td>Online Bid (Techno-commercial and Financial) Submission Closing Date and Time</td> <td>11/10/2022 at 05.:00 PM</td> </tr> <tr> <td>Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD,and Processing Fee*</td> <td>12/10/2022 at 11.30 AM</td> </tr> <tr> <td>Bid (Techno-commercial) opening Date and Time</td> <td>12./10/2022 at 01.30 PM</td> </tr> </tbody> </table>	Bid publishing	21/09/2022 at 10.00 AM	Document Download/Sale Start Date	21/09/2022 at 10.30 AM	Bid Submission Start Date	21/09/2022 at 11.00 AM	Online Bid (Techno-commercial and Financial) Submission Closing Date and Time	11/10/2022 at 05.:00 PM	Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD,and Processing Fee*	12/10/2022 at 11.30 AM	Bid (Techno-commercial) opening Date and Time	12./10/2022 at 01.30 PM
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2.2 Preparation and Submission of Bids

#	Clause	Sub-Clauses
1.	Documents Comprising of Bids	<p>The Bid comprise of two (02) covers, both covers must be submitted simultaneously.</p> <p>First cover comprises of Techno-commercial Bid (in PDF File) and the Techno-commercial Bids (documents specified in Qualification Criteria) shall be in PDF format without any alteration in the format.</p> <p>Second cover comprises of Financial Bid (in Excel File). Covers comprising the Techno-commercial Bid and Financial Bid shall be uploaded on e- Procurement portal.</p> <p>Techno-commercial Bid should not contain financial information related to the Bid price. Where indicative financial information related to the Bid price is contained in the Techno-commercial Part, the Bid shall be declared non-responsive.</p>
2.	Bid Prices	<p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Bidding Forms [Form Fin1 Price Schedule for Supply]</p> <p>Bid prices quoted should include all taxes, costs associated with Packing and Documents (<i>Conditions of Contract 5.2.9</i>), Insurance (<i>Conditions of Contract 5.2.10</i>), Transportation (<i>Conditions of Contract 5.2.11</i>), Installation, Erection, Training and Commissioning (<i>Conditions of Contract 5.2.12</i>) as required for delivery to Location of Supplies as specified in Section IV Schedule of Supply</p>
3.	Currency of Bids	The currency for the Bid will be Indian Rupees up to two decimal places
4.	Language of bid	The language for all correspondence and documents would be either in English or Hindi or both.
5.	Tests, samples and trials establishing the conformity of the goods to the Bidding Document	<p>In case samples are also called along with the Bids then the procedure for submission of samples along with Bid would be as per Rule 68 clause 16 of GF&AR Part II</p> <ol style="list-style-type: none"> To establish the conformity of the Goods to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes) and were asked for, supply samples, demonstrate trials or carry out tests as specified in Schedule of Supply for bidders and any amendment thereof issued in accordance with ITB Clause 2.1.4 [Changes to Bidding document] <u><i>Bids for articles specified in Schedule of Supply for bidders within the schedule shall be accompanied samples of the articles bid, where asked for, properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples.</i></u> <u><i>In case samples are required to be duly tested after submission, then the charges for such inspection/ testing shall be borne by bidder. The testing charges of the subject matter of procurement at any stage of procurement shall be borne by the bidder.</i></u> Each sample shall be marked suitably either by writing on the sample or on a slip of durable paper securely fastened to the sample, the name/ signature of the authorized signatory of the Bidder and serial number of the item, of which it is a sample in Schedule of Supply for bidders.
#	Clause	Sub-Clauses



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		<p>5. <u>Approved samples of successful bidder would be retained by the Procuring Entity.</u></p> <p>6. <u>Samples not approved shall be collected by the Bidders within one month of notification of technical result.</u> The Procuring Entity will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.</p>
6.	Documents Establishing the Qualifications of the Bidder	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Bid the documentary evidence indicated for each qualification criteria specified in Section III Para 3.2 of Evaluation and Qualification criteria
7.	Validity Period of Bid	As per Rule 48 (1) of RTPP Rules, Bids shall remain valid for the period 180 days after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive . Extension of validity and corresponding extension of Bid Security would be as per Rule 48 (2) and 48 (3) of RTPP Rules

2.3 Bid Security and Bid Securing Declaration

#	Clause	Sub-Clauses
1.	Bid Security / Bid Securing Declaration	<p>1. Bid Security amount will be 2% of estimated cost for normal bidder, 0.5% of estimated cost for SSI/MSME unit and, 1% of estimated cost for Sick Industries. Any exemptions or reduced amount of Bid Security or submission of Bid Securing Declaration will be as per notification issued by Government of Rajasthan from time to time in accordance with Rule 42 (2) and 42 (3) of RTPP Rules. For obtaining benefit of lower value of Bid security like for MSME/SSI or Sick Industries. Bidder(s) to submit relevant document along with Bid. As per Rule 42 (2) of RTPP Rule the amount of Bid Security is - In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small-scale Industries of Rajasthan, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid.</p> <p>2. In lieu of bid security, a bid securing declaration shall be taken from the-</p> <p>(I) Departments/Boards of the State Government or Central Government;</p> <p>(II) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;</p> <p>(III) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or</p> <p>(IV) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.</p>



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#	Clause	Sub-Clauses
		<p>3. Bid security in form of Bank Guarantee (Form TECH 3) must remain valid thirty days beyond the original or extended validity period of the bid in accordance with Rule 42 (6) of RTPP Rules. <i>The original copy of receipt of payment through, cash, bank demand draft, banker's cheque, or original bid security in approved form</i> i.e., Bank Guarantee or document for obtaining benefit of lower value of Bid security like MSME/SSI or sick industries shall be submitted before the Bid (Techno-commercial and Financial) submission closing date and time either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents may be opened publicly before the online bid opening.</p> <p>4. As per Rule 42(5) of RTPP Rules Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re- invited. Bid Security can be refunded on request after completion and notification of technical bid evaluation.</p> <p>5. In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of Performance Security as per Rule 42 (12) of RTPP Rules. No interest will be paid by the Procuring Entity on the amount of Bid Security.</p> <p>6. The latest instruction issued by Government of Rajasthan will be applicable for Bid Security and Bid Securing Declaration.</p>

2.4 Format, Signing and Opening of Bid

#	Clause	Sub-Clauses
1.	Format and Signing of Bid	<p>The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/ type of file specified in evaluation and Qualification criteria. <u><i>'All the documents uploaded, should be digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed.'</i></u></p> <p>In case the Bidder is not the proprietor then the Bidder has to submit Power of Attorney for signing the Bid in notarized non-Judicial stamp Paper as per Form TECH- 2 (Power of Attorney for signing of bid). An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.</p>
2.	Opening of Bids	<p>Opening of Bids would be on date specified in ITB 2.1.8 Key Timelines. The procedure for Bid opening will be as per A.3 Appendix e- Procurement Process.</p>



2.5 Bid Evaluation

#	Clause	Sub-Clauses
1.	Responsiveness, Clarifications, and Evaluation of Bid Non-material non-conformities	<p>The Procuring Entity's determination of the responsiveness of a Bid, is based on the contents of the Bid itself to determine whether they are complete, and in order. A responsive bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document.</p> <p>A material deviation, reservation, or omission will be considered as per Rule 59 (3) of RTPP Rules. Clarification of Bid can be taken as per Rule 60 of RTPP Rules.</p> <p>Non-material non-conformities in Bids are as defined in Rule 61 (1) of RTPP Rules and can be waived / clarified of as per Rule 61 (2) and (3) of RTPP Rules</p>
2.	Preliminary Examination	<p>To determine preliminary responsive bid, the bid will be examined as per Rule 56 of RTPP Rules, and all the documents specified in Qualification Criteria.</p> <p>If the Bidder fails to submit the documents, then the Bid would be considered non-responsive and shall be rejected</p>
3.	Techno-commercial Examination	<p>To determine the Bid as Techno-commercially Responsive the Bidder has to submit documents and comply with requirements as specified in the Techno-commercial Requirement Qualification Criteria and also submit documents as specified in Additional Techno-commercial Evaluation in Qualification Criteria.</p> <p>As per Rule 59 (4) and 59 (5) of RTPP Rules, the procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions, and other requirements set out in the bidding documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid. As per Rule 62 of RTPP Rules a procuring entity shall exclude a bid in accordance with the provisions of Section 25 of RTPP Act.</p> <p>If the Bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
4.	Evaluation of Financial Bid	<p>For bids invited item-wise the evaluation would be done for each item separately.</p> <p>There is no option with bidder to submit quote for partial quantity of any item/items./items.</p> <p>If the Bidder does not want to Bid for a particular item than it should be left blank or filled zero. Procuring Entity will award the contract for each item separately to the lowest priced responsive bidder for that item.</p> <p>Discounts offered of any kind shall not be considered.</p> <p>Sub – contracting/ subletting of supply of goods or related services is not allowed.</p>



2.6 Award of Contract

#	Clause	Sub-Clauses
1.	Acceptance and Award of Contract	<ol style="list-style-type: none">1. As per Rule 70 (5) of RTPP Rule 2013, the successful Bid is the Bid that meets the Evaluation and Qualification Criteria and has been determined to be substantially responsive and is the lowest evaluated.2. As per Rule 70 (6) of RTPP Rule 2013, prior to expiry of the validity period of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or official e-mail ID, that its Bid has been accepted.3. As per Rule 70 (8) of RTPP Rule 2013, if the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
2.	Procuring Entity's right to vary quantity	Procuring Entity's right to vary quantity would be as per Rules 73 (1) and (3) of RTPP Rules.
3.	No commitment of Quantity	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.
4.	Dividing quantities among more than one Bidder at the time of award	<ol style="list-style-type: none">1. Procuring Entity's right to divide quantity among more than one Bidder in case of Fixed Quantity Contract would be as per Rule 74 of RTPP Rules.
5.	Signing of Contract	<ol style="list-style-type: none">1. In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an Agreement form in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of 15 days as per Rules 76(2) and 76(4) of RTPP Rules. While signing the contract, bidder will also have to submit signed copy of Bid Document in token of having accepted all the terms and condition of Bid Document. The stamp paper issued in the State of Rajasthan should be used for contract signing.2. If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract, or fails to furnish the required Performance Security or Performance Security Declaration within the specified time, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions under Section 26(4) of RTPP Act and Rule 76(3) of RTPP Rules



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#	Clause	Sub-Clauses
6.	Performance Security	<ul style="list-style-type: none">• Performance security shall be solicited from all successful bidders except the-<ul style="list-style-type: none">i. Departments/Boards of the State Government or Central Government;ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;oriv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government. However, a performance security declaration shall be taken from them. <p>Performance Security for value and validity or Performance Securing Declaration shall be dealt as per Rule 75 of RTPP Rule. (As per GoR notification number GSR 398 dated 12.01.22 till 31.03.2023 the amount of Performance Security would be:(a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 3% of the amount of work order, in case of procurement of works; (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan; and (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR);)</p> <ul style="list-style-type: none">• In case additional quantity is ordered than the Supplier will have to submit additional Performance Security. <p><u>[The contract amount is the total value of the contract including all taxes, duties, and other incidental charges. Performance Security will be required from each Bidder who has been considered for contract in this Bid except those required to give Performance Securing Declaration as per RTPP Rules 2013. The Performance Security Value for each Bidder would be the total contract value of each Bidder X % mentioned above].</u></p> <p>Performance security shall be furnished in any one of the following forms</p> <ul style="list-style-type: none">(a) Bank Draft or Banker's Cheque of a scheduled bank;(b) National Savings certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of the bid and formally transferred in the name of procuring entity with the approval of Head Post-master;(c) Bank Guarantees of a scheduled bank after it shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in Rule 42 of RTPP Rule for bid-security;



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#	Clause	Sub-Clauses
		<p>(d) Fixed Deposit Receipt (FDR) of scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The Procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such fixed Deposit. As per Rule 75 (4) of RTPP Rules, the Performance Security furnished in the form other than submitted through eGRAS shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.</p> <p>• Forfeiture of Performance Security:</p> <p>The amount of Performance Security may be forfeited in the following cases:-</p> <ol style="list-style-type: none">1. Upon occurrence of Bidder default or fails to make complete supply satisfactorily within the time specified the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Bidder default; or2. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders under Section 11 of RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the Bidder would be liable for forfeiture of the Performance security.3. If in the judgement of the Procuring Entity the bidder with beneficial ownership from countries sharing land border with India as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021, for participation in any public procurement in the State, who can only be allowed after prior registration with the competent authority has not complied with the requirement. <p>The Procuring Entity shall give Notice of reasonable time in case of forfeiture of Performance Security and the decision of the Procuring Entity shall be final.</p>
7.	Punishment	<p>If the Bidder during the supply of goods, interferes with the procurement process as mentioned in Section 42 of RTPP Act, then following actions can be taken:</p> <ol style="list-style-type: none">i. As per Section 42 of RTPP Act, the Bidder could be punished with fine which may extend up to INR Fifty (50) Lakhs or ten percent of the assessed value of procurement whichever is less besides forfeiture of Performance Security; and/orii. As per Section 46 of RTPP Act, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three (03) years.



2.7 Procurement Appeals

#	Clause	Sub-Clauses
1.	Procurement Appeals	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the , in accordance with the provisions of chapter III of RTPP Act and chapter VII of RTPP Rules.

2.8 Exclusive Jurisdiction

#	Clause	Sub-Clauses
1.	Jurisdiction of courts	The Courts of Jodhpur, Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of goods.



3. Evaluation and Qualification Criteria

3.1 Lowest Priced Bid Selection Method

Lowest Priced Bid selection method is the method for purchase for Goods where the selection will be based on price comparison to select lowest cost responsive bid. The Procuring entity will evaluate and compare the Bids that have been determined to be substantially responsive (clear-cut, pass-fail qualification criteria), pursuant to Clause 3.3 (**Price comparison**)

3.2 Qualification Criteria

To be considered for opening of their financial Bid, Bidder needs to submit documents given below.

The documents are divided into two (02) categories - **For preliminary examinations**, the documents are listed in **Para 3.2.1**. If Bidder fails to submit these documents, then further examination of Bids shall not be done, and the Bid will be rejected.

After Bidder has submitted documents as required for Preliminary Examination, Bid will be examined for **Techno-commercial Qualification** based on the documents submission as listed in **Para 3.2.2**. and if required as listed in **Para 3.2.3**.

3.2.1 Preliminary Examination of Bids.

1. Bidder has to submit Letter of Bid as per Bidding Form (**Form Tech -1 Letter of Bid**).
2. Bid is accompanied by proof of payment for bid document price, processing fees or user fees.
(Original copy should be submitted prior to techno-commercial bid submission date).
3. Bid is accompanied by bid security (**Form TECH 3**) and if submitted via eGRAS, cash, bank demand draft, banker's cheque, of a scheduled bank. *(Original copy should be submitted prior to techno-commercial bid submission date).*
Or
Bid is accompanied by bid securing declaration (**Form TECH 4**).
4. For obtaining benefit of lower value of Bid security like for MSME/ SSI or Sick Industries, Bidder(s) has submitted relevant document. *(Verification from documents to be submitted by the bidder).*

3.2.2 Essential Documents for Techno-commercial Examination

- a) Declaration by the Bidder under Section 7 (**Qualification of Bidder**), Section 11 (**Code of Integrity**) and that they have not been debarred by any other Procuring Entity/State Government under Section 46 of RTPP Act of The RTPP Act. (**Form TECH 5**)
- b) Proof of registration of bidder, by submission of any of the following but not limited to-

Type of Company/Firm	Certificate
Any company, registered/ incorporated under 'Companies Act, 1956/2013'.	Valid certificate of incorporation
<u>Proprietorship firm Registration under the Shop and Commercial establishment Act, 1958</u>	Shop Establishment certificate
Partnership firm registered under "The Indian Partnership Act, 1932".	Partnership registration certificate issued by Registrar of Firms or duly notarized/Registered Deed of Partnership
A limited liability partnership (under the Limited Liability Partnership Act, 2008)	Copy of Certification of Incorporation
<u>Society registered under Societies Registration Act, 1860/Rajasthan Society Registration Act, 1958;</u>	Society registration certificate
<u>Trust Deed registered under The Indian Trusts Act, 1882</u>	Certified copy of the trust deed

- c) Bidder to submit copy of **valid PAN card**.



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- d) Bidder to submit **copy of GST certificate along with latest quarterly return** so that it can be verified that there is no overdue tax to be deposited to the Government.
- e) Bidder has submitted documents/literature/data to demonstrate that the offered product meets the Techno-commercial Requirement as per Specification & Standards mentioned in **Schedule of supply for bidders** and **Form-8 Techno-commercial specifications compliance/ deviation Techno-commercial**. The decision of PE about Technical Suitability of bid would be final.
- f) In case sample is also submitted then Sample will also be examined whether it conforms to the requirements specified in Specification & Standards in **Schedule of Supply for Bidders**, prior to opening of Financial Bids.
- g) If the Bidder is not a manufacturer, then Bidder should submit authorization from the Manufacturer/ authorized dealers/ authorized service centers/ bona-fide dealers or service providers. In case there are the more than one item than authorization will have to be submitted for each item.

or

If the Bidder is a manufacturer, then the bidder should submit the following:

- i) Copy of valid manufacturing license issued by a competent authority
- ii) Product permission with reference to the subject matter of procurement
- h) Copy of MSME (*Udyog Aadhaar, Udyam registration, Entrepreneurs Memorandum-III Udyam Registration Certificate or any other certificate, etc.*), if any
- i) Any other certificate(s) required to be submitted. (**For example-** *International Organisation for Standards, Environment Management, Bureau of Indian Standard, Central Drugs Standard Control Organisation, Indian Pharmacopoeia etc.*), if any
- j) Certificate that bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the competent authority as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021. Declaration by the Bidder (TECH-9) and if applicable registration certificate issued by the Industries Department, Government of Rajasthan or issued by the Competent Authority of the Government of India. (Verification from documents to be submitted by the bidder).

3.2.3 Additional Techno-commercial Evaluation, if required

Besides, **Preliminary Examination** mentioned in 3.2.1 and **Techno – commercial examination mentioned** in 3.2.2 following additional documents/declaration needs to be submitted:

- (a) Financial Capability will be determined by Average Annual Turnover. Bidder will have to submit documents that it has generated an average annual turnover of at least of the value of INR 70,00,000/-, during the last. **3 years ending on 2022** to qualify for an item. The turnover is to be supported by **Form Tech 7 Size of Operation** of accounts (*balance sheet or CA certificate*) for the past financial years duly certified by the auditor of the Company. For multiple items the criteria will be cumulative.
- (b) Techno-commercial capability will be determined by way of having executed order as main supplier within the preceding 3 Years and at least 1 contract each valued at least 80% or at least 2 contract each valued at least 60% or at least 3 contract each valued at least 40% of the value of procurement with nature and complexity like the scope of requirements described in **Schedule of Supply for Bidders** and **Form TECH 6 Contractual Experience**



- (c) Procuring Entity reserves the right to inspect the manufacturing premises for available capacity, infrastructure, machinery, manpower etc.

3.3 Price Comparison

The Procuring Entity will compare the price bids, to select the lowest evaluated bid.

For bids invited item-wise the evaluation would be done for each item separately. There is no option with bidder to submit quote for partial quantity of any item/items. If the Bidder does not want to Bid for a particular item than it should be left blank or filled zero. Procuring Entity will award the contract for each item separately to the lowest priced responsive bidder for that item. Discounts of any kind shall not be considered for proposal evaluation.



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4. Schedule of Supply for Bidders

a) List of Goods (Mandatory)

Item No.	Description of Goods	Unit of Measurement	Qty.	Location of Supplies	Tentative period of Supply
1.	Camera & Mike	Nos.	52	District & Taluka Court Complexes (List Enclosed)	90 days
2.	Display Unit	Nos.	52		
3.	Document Visualizer	Nos.	52		

b) Technical Specification of Items

(i) **Item No. 01 - USB BASED PTZ WEB CAMERA FOR DESKTOP BASED VC SYSTEM WITH BUILDIN SPEAKER-MIC**

S.No.	Description of Requirement	Compliance (Yes/No) Also mentioned make model and specification detail
1.	Make/Model	
2.	USB based plug-n-play device to operate with various PCs/Laptops	
3.	Motorized PTZ (Pan, Tilt, Zoom)	
4.	180 Degrees PAN, 50 Degrees tilt and 70 Degrees Field View	
5.	Compliance to USB 2.0 or better	
6.	Full HD 1080p30 Video Calling (up to 1920 x 1080 pixels)	
7.	Thermal stabilized Lens such as Carl Zeiss ® lens with autofocus/High Precision Lens for clear picture	
8.	Compliant with software for video recording using H.264 codec	
9.	Compliant with various Linux OS including Ubuntu Linux, Windows and Mac OS systems	
10.	Minimum 5 feet USB connecting cable	
11.	Compliant low lighting environment	
12.	Built-in microphones for audio pickup from distance of 5 feet	
13.	Remote Controller to PTZ functions.	
14.	10 feet additional USB extension connecting cable	
15.	Zoom upto 1.2X	
	Speaker-Microphone	
16.	Good pickup of about 1.5 meters (6-7 feet) distance from the Microphone coverage of 360 Degree	
17.	Full Duplex Operation (Speak and listen simultaneously)	
18.	Built-in Echo Cancellation	
19.	Volume Control button for increase and decrease according to local preferences	
20.	Local Microphone Mute/Un-mute button with visual indication such as bi-colour LED	
21.	Frequency response for microphone – 200Hz – 7KHz or better	
22.	HD quality speaker output	
23.	3.5 mm mini phone connector to connect to external devices such as speaker and Microphones with echo cancellation	
24.	Upgradable firm-ware	
25.	With 10 feet additional USB extension connecting cable	



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Item No. 02 - Display Unit for VC System with HDMI Cable

S.No.	Description of Requirement	Compliance (Yes/No) Also mentioned make model and specification detail
1.	Make/Model	
2.	43 inches full-HD LED Monitor compatible with VC SYSTEM/PC-output	
3.	Two or more HDMI in Ports with 10 meters HDMI Cable	
4.	One D-sub (No. 15) Input for PC Input including for Audio	
5.	One component Video In with Audio	
6.	Built in Stereo Speakers with Amplifier with 5 W x 5W capacity	
7.	Table Top Stand and Wall Mount Kit	
8.	Remote Control with Display Unit Functionalities	
9.	Input Power 230+/- 5% with 50 Hz	
10.	10 meter HDMI cable	
11.	5 years onsite warranty	

(II) Item No. 03 - DOCUMENT VISUALIZER

Sr. No.	Parameter	Value	Compliance (Yes/No) Also mentioned make model and specification detail
1.	Make/Model		
2.	Image Pick up device	CMOS technology	
3.	Total Pixels	5 MP or better	
4.	TV Lines	800 TV Lines or better	
5.	Resolution	FHD	
6.	Digital Zoom, Optical Zoom	22xOptical, 10 x Digital or better	
7.	FPS	30 FPS	
8.	Video Focus	Auto/Manual	
9.	White Balance	Auto/Manual	
10.	Image Effects	Freeze/mirror image, positive/negative, split screen, image save	
11.	Image rotation	270 degree or better	
12.	USB Output	USB 2.0 or better	
13.	Input	1-VGA1,1-HDMI, 1-Audio	
14.	Output	1-VGA1,1-HDMI, 1-Audio	
15.	Mic input	Provided	
16.	Working Temperature	-5 to 50 degrees	
17.	Certification	CE, ROHS, ISO- 9001, ISO14001	
18.	Type	Desktop	
19.	Shooting Area	210X290 mm or better	
20.	Image Memory	1000 or better through Internal memory or External Card Slot	
21.	PC interface	USB/ RS232	
22.	Light Source	Provided (LED Lighting)	
23.	Remote Control	Yes	
24.	Paper size	A4 and Legal	
25.	Warranty	5 Year onsite Warranty	
26.	Compatibility	Win 10/Win7 (32/64 bit) & Ubuntu Linux 16.04, 18.04 and 20.04 LTS	



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Note: The bidder should fill the above Compliance Sheet for technical evaluation by mentioned make, model and specification details i.e. values of all parameters/description. The bidder should also enclose the specification details (Brouchures).

Note: (1) Accessories will be supplied as per approved sample pieces retained by the Hon'ble Committee.

(2) All the specifications mentioned are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall be considered with **no extra weightage** for such deviations.

c) COMPONENTS OFFERED (Please fill the following BOM for all the offered components.)

S.No.	Product Details (make and model)	Detailed Technical Specification Reference**	OEM Details(Name, Address, E-Mail, Mobile Nos.)

** Please attach detailed specifications (preferably OEM Product Datasheet) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above at the titled "Technical Specifications")

d) ITEM WISE COMPLIANCE SHEET FORMAT (for componenets offered)

Name & S. No. of Item (As per Annex.-2) :			
Make & Model No. of offered Item:			
S.No	Required Configuration/ Specification as per Annexure-2/ after Corrigendum	Compliance (Yes/No)	Specification Offered
1			
2			



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e) List of Court Complex

S. No.	Judgeship	Name of Court Complexes	Name of Courts
1	Alwar	Alwar D.C.C.	Commercial Court
2	Alwar		Spl. JM (N.I. Act Cases) No.3
3	Alwar	Kathumar C.C.	ADJ Court
4	Alwar	Mundawar C.C.	ACJM
5	Alwar	Thanagazi C.C.	ACJM
6	Banswara	Anandpuri C.C.	CJ & JM
7	Baran	Chhabra C.C.	ACJM No. 2
8	Bharatpur	Weir C.C.	ADJ
9	Bharatpur	Uchain C.C.	CJ & JM
10	Bhilwara	Bhilwara D.C.C.	Commercial Court
11	Bhilwara	Gangapur C.C.	CJ & JM
12	Bikaner	Bikaner D.C.C.	Commercial Court
13	Bikaner	Khajuwala C.C.	ACJM
14	Bikaner	Nokha C.C.	CJ & JM
15	Bundi	Hindoli C.C.	ACJM
16	Bundi	Nainwa C.C.	ADJ
17	Chittorgarh	Begun C.C.	ADJ
18	Churu	Churu D.C.C.	ACJ & JM
19	Churu	Bidasar C.C.	CJ & JM
20	Dausa	Dausa D.C.C.	ACJM No. 2
21	Dholpur	Baseri G.N. C.C.	CJ & JM
22	Dholpur	Saipau C.C.	CJ & JM
23	Hanumangarh	Pilibanga C.C.	ACJM
24	Hanumangarh	Rawatsar C.C.	ACJM
25	Hanumangarh	Sangaria C.C.	CJ & JM
26	Jaipur Metro I	Bassi C.C.	ADJ
27	Jaisalmer	Jaisalmer D.C.C.	ACJ & JM
28	Jalore	Jalore D.C.C.	ADJ
29	Jhunjhunu	Jhunjhunu D.C.C.	ACJ & JM
30	Jodhpur District	Balesar C.C.	ACJM
31	Jodhpur District	Lohawat C.C.	CJ & JM
32	Jodhpur District	Bap C.C.	CJ & JM
33	Jodhpur District	Bopalgarh C.C.	CJ & JM
34	Jodhpur Metro	Jodhpur Metro C.C.	Commercial Court No 2
35	Merta City	Kuchamancity C.C.	ADJ
36	Merta City	Ladnun C.C.	ADJ
37	Pali	Pali D.C.C.	SPL JM (NI ACT) Court No. 2
38	Pali	Sojat C.C.	ACJ & JM
39	Pali	Sumerpur C.C.	ACJ & JM
40	Rajsamand	Rajsamand D.C.C.	SPL JM (NI ACT) Court
41	Sawai Madhopur	Gangapur City C.C.	ADJ No. 2
42	Sawai Madhopur	Choth Ka Barwara C.C.	CJ & JM
43	Sikar	Sri Madhopur C.C.	ACJ & JM
44	Sikar	Laxmangarh C.C.	CJ & JM
45	Sikar	Neemkathana C.C.	ADJ No. 2
46	Sirohi	Sirohi D.C.C.	ADJ
47	Sri Ganganagar	Anoopgarh C.C.	ADJ No. 2
48	Sri Ganganagar	Sadul Sahar C.C.	ADJ
49	Tonk	Tonk D.C.C.	ACJ & JM
50	Tonk	Niwai C.C.	ACJ & JM
51	Tonk		ADJ
52	Udaipur	Gogunda C.C.	ACJM



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f) Delivery & Installation Schedule

Sr. No.	Location	Timelines from the Date of Empanelment	Maximum Period for installation from the delivery
1	Subordinate Court of Rajasthan	90 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 is to be provided at all the Subordinate Court of Rajasthan.

g) 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



5. Conditions of Contract and Special Conditions of Contract

5.1 Introduction

#	Clause		Sub-Clauses
5.1.1.	Definitions	5.1.1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> i. “RTPP Act” means the Rajasthan Transparency in Public Procurement Act., 2012. ii. “RTPP Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013. iii. “Completion” means the fulfillment of the Goods Supply by the Supplier in accordance with the terms and conditions set forth in the Contract. iv. “Contract” means the contract entered between the Procuring Entity and the successful bidder (Supplier) concerning the subject matter of procurement, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein. v. “Contract Documents” means the documents listed in the Agreement, including any amendments thereto. vi. “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. vii. “Day” means calendar day. viii. “Delivery” means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract. ix. “CC” mean the Conditions of Contract x. “Goods” includes all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves; xi. “Procuring Entity” means an entity referred to in Section 3(2) of RTPP Act. “Supplier” means the natural person, private or Government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement and includes the legal successors or permitted assigns of the Supplier. xii. xiii. “The Site” where applicable, means the place of delivery, installation, testing/commissioning of the goods/equipment or machinery or any other place named in the Schedule of Supply.



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#	Clause		Sub-Clauses
5.1.2.	Interpretations	5.1.2.1	<p>In the Contract, except where the context requires otherwise.</p> <ol style="list-style-type: none">words indicating one gender include all genders.words indicating the singular also include the plural and words indicating the plural also include the singular.provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing.“written” or “in writing” means hand-written, type-written, printed, or electronically made, and resulting in a permanent record.the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “Bid Document” with “bidding document”. <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>

5.2 General

#	Clause		Sub-Clauses
5.2.1.	General Terms	5.2.1.1.	Entire Agreement The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes the CC, bidding forms, schedules, appendices, all attachments listed in the agreement
		5.2.1.2.	Amendment No amendment or other variation of the Contract document shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
		5.2.1.3.	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, supplementary, and mutually explanatory.
5.2.2.	Code of Integrity	5.2.2.1.	<p>The Supplier is required to comply with the Code of Integrity and its prevailing sanctions policies and procedures as set forth in the Section 11 (Code of Integrity) of RTPP Act and Rule 80(2) (Code of Integrity) of RTPP Rules and its amendments. Further, none of them shall indulge in corrupt, fraudulent, coercive, and collusive practices. For this clause, these practices are defined as below:</p> <ol style="list-style-type: none">“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party



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#	Clause		Sub-Clauses
		5.2.2.2.	The Procuring Entity shall take legal action against the Supplier under Section 11 (3), Section 46 and chapter IV of RTPP Act , if it breaches any provisions of the Code of Integrity or is determined to have engaged directly or through an agent in corrupt, fraudulent, coercive, or collusive practices in competing for or in execution of the Contract.
5.2.3.	Language	5.2.3.1.	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the document. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages in the language specified in the document, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		5.2.3.2.	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
5.2.4.	Notices	5.2.4.1.	A notice, consent or other communication under this Bid is only effective if it is in writing (written form or electronic form with proof of receipt), signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address [or facsimile number]. It is regarded as received at the time and on the day it is actually received on any calendar days.
		5.2.4.2.	For the purposes of this clause, a party's address and facsimile number are those(s) specified in the bid, unless the party has notified a changed address or facsimile number in which case the notice, consent, approval, or other communication must be to that address or number.
			If a party changes address and fails to notify the other party or parties of this change and the new address, delivery of notices to that party at that new address is deemed compliant with the notice obligation under this clause.
5.2.5.	Governing Law	5.2.5.1.	The Contract shall be governed by and interpreted in accordance with the laws of the Central Government/ laws of State Government of Rajasthan.
5.2.6.	Specifications and Standards	5.2.6.1.	Technical Specifications and Drawings i. The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract. ii. The Goods supplied under this Contract shall conform to the standards mentioned in Schedule of Supply and shall bear such marks. When no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods. In no case such standards shall be inferior to the relevant updated BIS or international standards.



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#	Clause		Sub-Clauses
		5.2.6.2.	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of supply for bidders . During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with CC Clause 5.3 (4) [Extension of Time]
	(GF&AR Rule 68)	5.2.6.3.	The supply of articles specified at serial number in Schedule of Supply, shall in addition, conform strictly to the approved samples. The decision of the Procuring Entity whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Supplier.
5.2.7.	Copyright	5.2.7.1.	The copyright in all design, technology, process, drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the supplier or any other third party, shall be with Procuring Entity and Government of Rajasthan.
5.2.8.	Confidential Information	5.2.8.1.	In addition to the requirements of the provisions of Section 49 of RTPP Act and Rule 77 of RTPP Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data online by any third party.
		5.2.8.2.	The Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
		5.2.8.3.	The provisions of CC Clause 5.2.8 [Confidential Information] shall survive completion or termination, for whatever reason, of the Contract.
5.2.9.	Packing and Documents	5.2.9.1.	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air to their destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the destination of the Goods and the absence of heavy handling facilities at all points in transit.
		5.2.9.2.	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the Schedule of Supply, and in any other instructions ordered by the Procuring Entity.



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#	Clause		Sub-Clauses
	(GF&AR Rule 25)	5.2.9.3.	In the event of any loss, damage, breakage or leakage or any shortage, the Supplier shall be liable to make good, such loss and shortage found at the checking/inspection of the materials by the consignee <u>within the stipulated period 15 days</u> , otherwise it shall be dealt as default in supply. No extra cost on such account shall be admissible.
5.2.10.	Insurance	5.2.10.1.	The Goods supplied under the Contract shall be fully insured against theft, destruction, or damage, by fire, flood, under exposure to weather or otherwise including war, rebellion, riot, etc. The insurance charges shall be borne by the Supplier till supply. Insurance policy shall be valid for 30 days beyond receipt of material.
5.2.11.	Transportation	5.2.11.1.	The obligations for transportation of the Goods shall be on <u>Delivered Duty Paid (DDP) basis</u> in accordance with the conditions specified in Schedule of Supply for Bidders .
	GF&AR Rule 68 Form 16 (6)	5.2.11.2.	In case of Supply from within India, the Goods shall be supplied on <u>Delivered Duty Paid (DDP basis)</u> at locations specified in Schedule of Supply. All transportation charges, local taxes, etc. shall be borne by the Supplier.
5.2.12.	Installation, Erection, Training and Commissioning	5.2.12.1.	The obligation of Installation, Erection, Training and Commissioning shall be in accordance with the conditions if specified in Schedule of Supply for Bidders.
5.2.13.	Samples, Inspections and Tests (GF&AR Rule 5)	5.2.13.1.	The Procuring Entity or his authorized representative may at all reasonable times have access to the Supplier's premises and the power to inspect and examine the materials and workmanship of the goods/ equipment/ machinery <u>prior to/</u> during manufacturing process or afterwards as may be decided.
		5.2.13.2.	The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests, and/ or trials and/or inspections of the Goods as are specified in Schedule of Supply for Bidders .
		5.2.13.3.	The Procuring Entity may require the Supplier to carry out any tests and/or trials and/or inspections not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards and samples supplied with the Bid under the Contract.
		5.2.13.4.	The Supplier shall provide the Procuring Entity with a report of the results of any such tests and/or trials and/or inspections.
		5.2.13.5.	Supplies when received shall be subject to tests and/or trials and/or inspections to ensure whether they conform to the specifications and with the approved samples and trials, if any. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house and the supplies will be accepted only when the articles conform to the standard of prescribed specifications because of such tests.



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#	Clause		Sub-Clauses
		5.2.13.6.	The Procuring Entity may reject any Goods or any part thereof that are received but fails to pass any tests and/or trials and/or inspections or do not conform to the specifications and sample(s) supplied with the Bid, if any. <u>The Supplier shall replace such rejected Goods or parts thereof within specified time period, at no cost to the Procuring Entity</u> , and shall repeat the tests and/or trials and/or inspections, at no cost to the Procuring Entity, if any. <u>If the supplier fails to replace the goods which does not complies the standards as mentioned in the bid, it shall be treated as default in supply and action can be taken as per provisions of the contract.</u>
		5.2.13.7.	The rejected articles shall be removed by the Bidder within 15 days of intimation of rejection, after which the Procuring Entity shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Supplier's risk and on his account. If the rejected supply is collected after 15 days, then the procuring entity shall recover from supplier, ground rent charges @ 1% of value of goods per week, as ground rent charges from the date of rejection.
		5.2.13.8.	The Supplier agrees that neither the execution of tests and/or trials and/or inspections of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranty/ guarantee or other obligations under the Contract.
5.2.14.	Change in Laws and Regulations	5.2.14.1.	The document provides for permitting effect of change in Laws and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 5.4 [Contract Price and Payments] .
5.2.15.	Force Majeure	5.2.15.1.	(i) For purposes of this Clause, "Force Majeure" means an event or situation beyond the reasonable control of the Supplier or of the Procuring Entity, as the case maybe, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, acts of the public enemy, civil commotion, sabotage, earthquakes, fires, floods or other adverse weather conditions, explosions, epidemics, quarantine restrictions, freight embargoes, strikes, lockouts, or acts of God.



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#	Clause		Sub-Clauses
			<p>(ii) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's employees, experts, sub-consultants/ contractors or agents, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
		5.2.15.2.	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract if it is the result of an event of Force Majeure.
		5.2.15.3.	If a Force Majeure situation arises, the Supplier shall promptly but not later than two weeks, notify the Procuring Entity in writing, with reasonable evidence of such condition and the cause and effects thereof, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.
		5.2.15.4.	If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of say 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
		5.2.15.5.	In case due to a Force Majeure event the Procuring Entity is unable to fulfil its contractual commitment and responsibility, the Procuring Entity shall notify the Supplier accordingly and subsequent actions taken on similar lines described in above sub-clauses.
5.2.16.	Assignment	5.2.16.1.	Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Supplier or the Procuring Entity of their respective obligations under the Contract.



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5.3 Contract Details

#	Clause		Sub-Clauses
5.3.1.	Scope of Supply	5.3.1.1.	The Goods to be supplied shall be as specified in Schedule of Supply for bidders
		5.3.1.2.	Unless otherwise stipulated in the Contract, the Scope of Supply shall include, at the supplier's cost, all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.
5.3.2	Procuring Entity's Right to vary quantity	5.3.2.2.	Procuring Entity's right to vary quantity would be as per Rules 73 (1) and (3) of RTPP Rules . If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
5.3.3.	Delivery	5.3.3.1.	Subject to CC Sub-Clause 5.3.4 [Extension of Time] , the delivery of the Goods and completion of the contract shall be in accordance with the delivery and completion schedule specified in the Schedule of supply for bidders . The details of documents to be submitted along with supplies are as follows: <ol style="list-style-type: none">i. One original and two copies of the bidder's commercial invoice in name of Procuring Entity, indicating but not limited to the Contract number, Goods description, quantity, unit price, and total amount being claimed. Invoices must be signed in original and stamped or sealed with the company stamp/seal.ii. Two copies of the packing list identifying contents of each package.iii. One original of the manufacturer's Warranty Certificate covering all items suppliediv. Original and two copies of Internal Test Analysis Report of the Manufacturer for the items offered<ol style="list-style-type: none">i. Original of bidder's Certificate of Origin covering all items supplied.ii. Verification certificate signed by authorized officers for verification of installation and / or delivery of the item.
5.3.4.	Extensions of Time	5.3.4.1.	<ol style="list-style-type: none">1. If the supplier requires an extension of time on completion of contractual supply on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.2. The Purchase Officer may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.



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#	Clause	Sub-Clauses
		<p>3. Extension in delivery period: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply: -</p> <ul style="list-style-type: none">a) Delay up to one fourth period of the prescribed delivery period – LD (2.5%)b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period – LD (5%)c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – LD (7.5%)d) Delay exceeding three fourth of the prescribed delivery period – LD (10%) <p>Note: Fraction of day in reckoning period of delay in supply period shall be eliminated if it is less than a half day. The maximum amount of LD shall be 10%</p>

5.4 Contract Price and Payments

#	Clause	Sub-Clause
5.4.1.	Contract Price	5.4.1.1. The Contract Price shall be as specified in the Agreement subject to any additions (Statutory Variation in Taxes on higher side) and adjustments (Quantity Tolerance in Supply which could be more or less) thereto, or deductions (Statutory Variation in Taxes on lower side, Liquidated Damages Levied), price variation, if any therefrom, as may be made pursuant to the Contract.
		5.4.1.2. Price Fall Clause for Rate Contract(s) as per Rule 29 2 (h) of RTPP Rule 2013 – Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar Supply, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.



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#	Clause		Sub-Clause
5.4.2.	Terms of Payment	5.4.2.1.	The terms of payment of Contract Price shall be six months after receipt and acceptance of the material by the procuring entity
		5.4.2.2.	The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered, and by the documents submitted pursuant to CC Clause 5.3.4 [Extension of Time] and upon fulfillment of all the obligations stipulated in the Contract
		5.4.2.3.	Payments should be made by the Procuring Entity, after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it as per conditions of contract. All remittance charges shall be borne by the supplier.
		5.4.2.4.	The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees only .
		5.4.2.5.	Payment in case of those Goods which need trials or testing as specified in Schedule of Supply, shall be made only when such trials or tests have been carried out and trials or test results received conforming to the prescribed specifications.
5.4.3.	Taxes and Duties	5.4.3.1.	For Goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods at site to the Procuring Entity.
5.4.4.	Performance Security	5.4.4.1.	The Supplier shall, within fifteen (15) days or a period specified in the document, of the Notification of Award, sign the Agreement form and provide a Performance Security or, where applicable, a Performance Security Declaration for the due performance of the Contract for the amount specified i.e. 2.5% of the contract value The Performance Security shall be denominated in the Indian Rupees only .
		5.4.4.2.	The Performance Security as per Rule 75 of RTPP Rules shall be deposited in one of the following forms: i. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Postmaster; or iii. Bank guarantee shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any.; or



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#	Clause	Sub-Clause
		<p>iv. Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit as per Rule 75 (3) (e) of RTPP Rules.</p> <p>v. As per Rule 75 (4) of RTPP Rules, the Performance Security furnished in the form other than submitted through eGRAS shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.</p>
		<p>5.4.4.3. The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:</p> <p>i. Upon occurrence of Supplier default or fails to make complete supply satisfactorily within the time specified the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Supplier default; or</p> <p>ii. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders specified in the RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the supplier would be liable for forfeiture of the Performance Security.</p> <p>iii. If in the judgement of the Procuring Entity the bidder with beneficial ownership from countries sharing land border with India as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021, for participation in any public procurement in the State, who can only be allowed after prior registration with the competent authority has not has not complied with the requirement.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
		<p>5.4.4.4. The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier promptly following the date of satisfactory completion of the Supplier's performance obligations under the Contract, including any warranty and/ or maintenance obligations.</p>



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#	Clause		Sub-Clause												
5.4.5.	Liquidated Damages	5.4.5.1.	Except as provided under CC Clause 5.2.14 [Force Majeure] and 5.3.4 [Extension of Time] without liquidated damages, if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of goods which the Supplier has failed to supply as per Rule 58 of GF&AR (Part II) :												
			<table border="1"> <thead> <tr> <th>#</th> <th>Condition</th> <th>LD %</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>Delay up to one fourth period of the prescribed delivery period</td> <td>2.5 %</td> </tr> <tr> <td>b.</td> <td>Delay exceeding one fourth but not exceeding half of the prescribed delivery period.</td> <td>5.0 %</td> </tr> <tr> <td>c.</td> <td>Delay exceeding half but not exceeding three fourth of the prescribed delivery period.</td> <td>7.5 %</td> </tr> <tr> <td>d.</td> <td>Delay exceeding three fourth of the prescribed delivery period.</td> <td>10.0 %</td> </tr> </tbody> </table>	#	Condition	LD %	a.	Delay up to one fourth period of the prescribed delivery period	2.5 %	b.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5.0 %	c.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5 %
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c.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5 %													
d.	Delay exceeding three fourth of the prescribed delivery period.	10.0 %													
			Note: Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated if it is less than half a day.												
		5.4.5.2.	Whenever any claim against the Supplier for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Performance Security and/or Security Deposit, Security Deposit at the time of enlistment of the Supplier if applicable. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Supplier, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Department on demand the balance remaining dues. The Department shall, further, have the right to affect such recoveries under Public Demands Recovery Act and/ or as arrears of land revenue as per provisions of the Section 53 of the RTPP Act.												
5.4.6.	Warranty/ Guarantee/ Maintenance	5.4.6.1.	The Supplier warrants that all the Goods are new, unused, or as per specification provided in the contract.												
		5.4.6.2.	Subject to CC Sub-Clause 5.2.6 [Specification and standards] , the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use												
		5.4.6.3.	The warranty/ guarantee shall remain valid as indicated in Schedule of Supply after supply of the Goods have been accepted at the destination indicated in the Schedule of Supply,												



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		5.4.6.4. The Procuring Entity shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
		5.4.6.5. Upon receipt of such Notice, the Supplier shall, within the period agreed between, expeditiously repair, or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
		5.4.6.6. In case of machinery and equipment also, guarantee will be given as mentioned in CC Sub-Clause 5.4.6.3 [warranty/guarantee] and the Supplier shall during the guarantee period replace the parts/ whole, if any, and remove any manufacturing defect if found during the above period to make machinery and equipment operative. The Supplier shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.
		5.4.6.7. In case of machinery and equipment specified by the Procuring Entity the Supplier shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as indicated in Schedule of Supply or may be agreed at the time of entering the contract. The Supplier shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model, Supplier will give sufficient notice to the Procuring Entity. Procurement Entity will have to agree to the firm's request. However, in case supply of new model is agreed to then bidder shall be responsible to ensure adequate regular supply of spare parts needed for new model of the machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise.
		5.4.6.8. If having been notified, the Supplier fails to remedy the defect within reasonable period or as agreed between upon between supplier and Procuring Entity; the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.



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#	Clause		Sub-Clause
5.4.7.	Patent Indemnity	5.4.7.1.	<p>The Supplier shall, subject to the Procuring Entity's compliance with CC Sub-Clause 5.4.7.2 [Patent Indemnity] indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ol style="list-style-type: none">the installation of the Goods by the Supplier or the use of the Goods where the Site is located; andThe sale in any country of the products produced by the Goods. <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p>
		5.4.7.2.	<p>If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in CC Sub- Clause 5.4.7.1 [Patent Indemnity], the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier shall at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p>
		5.4.7.3.	<p>If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice referred to in CC Sub- Clause 5.4.7.2 that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf and at the expenses of the Supplier.</p>
5.4.8.	Limitation of Liability	5.4.8.1.	<p>Except in cases of gross negligence or willful misconduct:</p> <ol style="list-style-type: none">neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and the aggregate liability of the Supplier to the Procuring Entity under the Contract shall not be less than the amount of the Contract Price and more than double of it, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.



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5.5 Termination

#	Clause		Sub – Clause
5.5.1.	Termination for Default	5.5.1.1.	<p>The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules, or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ol style="list-style-type: none"> If the Supplier fails to deliver any or all the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to CC Clause 5.3.4 [Extension of Time] or If the Supplier fails to perform any other obligation under the Contract which is defined as the fundamental breach of contract. Any party to the contract commits a breach of contract that is so fundamental that it deprives the other party to the contract of substantially the whole of contract's benefits is stated to be the fundamental breach of contract. Therefore, any breach of conditions relating to essence of any contract is termed as fundamental breach of contract. Time assigned for completion of contract and the quality of goods, or any other condition of contract are generally the essence of the contract. If the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and CC Clause 5.2.2.1[Code of Integrity], in competing for or in executing the Contract. If in the judgement of the Procuring Entity the bidder with beneficial ownership from countries sharing land border with India as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021, for participation in any public procurement in the State, who can only be allowed after prior registration with the competent authority has not complied with the requirement.
		5.5.1.2.	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to CC Clause 5.5.1.1 [Termination for default by non-supply] above, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.
5.5.2.	Termination for Insolvency	5.5.2.1.	The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

5.6 Exclusive Jurisdiction

5.6.1.	Jurisdiction of courts	5.6.1.1.	The Courts at Jodhpur in Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of goods
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6. Bidding Forms

6.1 Checklist

Bidding Forms includes all such forms bidders are required to use / fill and submit along with their Bids. These forms are to be used without modification and to be filled as per instructions given in footnote. The documents which are to be attached in support of the information submitted should be digitally signed. Procuring Entity reserves the right to verify the information submitted. Check list is also included to ensure that Bidders do not miss submission of any information or document.

Checklist: The Bid must necessarily contain scanned copies of all the filled-up forms of Bid along with self-attested copies of the relevant referred documents as proof.

#	Activity	Form Number	Whether submitted Yes / No ⁴	Page No.	Remarks, if any
Checklist for Techno-commercial Bid (Documents Establishing the conformity of the Supply of Goods)					
A. Documentation required for Preliminary Examination of Bids as per Rule 56 of RTPP Rules (as listed in Section 3.2.1)					
1.	Letter of Bid, as per Bidding Forms	TECH-1			
2.	Authorisation in favour of the signatory of the Bid authorizing him/her to commit the Bidder, in accordance with ITB Clause 2.2 (1) [Documents comprising of Bids] <i>Alternative- An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.</i>	TECH-2			
3.	Proof of Payment of cost of Bid document and Processing fees or user charges				
	(a) Cost of Bidding document and Processing fees or user charges submitted	-			
4.	Bid Security or Bid Securing Declaration				
	a. Bid Security for required amount submitted	-			
	i. Bank Guarantee as per format in Bidding document; or	TECH-3			

⁴ To be filled by Bidder



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#	Activity	Form Number	Whether submitted Yes / No ⁴	Page No.	Remarks, if any
	ii. Bid Securing Declaration submitted as per Bidding Forms	TECH-4			
b.	Validity Date of Bank guarantee and Bid Securing Declaration (Valid up to 30 days beyond the bids validity as specified in ITB Clause 2.3 1. (2) [Bank guarantee])	TECH-3 and TECH-4			
c.	Amendment in Bid Security (if any)	-			
B. Essential documentation required for Techno-commercial Examination of Bids (as listed in Section Essential Documents for Techno-commercial Examination)					
5.	Declaration by the Bidder under Section 7 (Qualification of Bidder), Section 11 (Code of Integrity) of the RTPP Act and Declaration by the Bidder that they have not been debarred under Section 46 of RTPP Act. If debarred than details provided.	TECH-5			
6.	Proof of registration of bidder, by submission of any of the following- Documents defining the constitution or legal status, place of registration, and principal place of business;				
(a)	Any company, registered/incorporated under 'Companies Act, 2013' or other applicable Laws of India (to submit valid certificate of incorporation)	-			
(b)	Bidder may be a proprietorship firm – Shop Establishment Certificate	-			
(c)	Partnership firm (to submit Partnership registration certificate issued by Registrar of Firms or duly notarized/Registered Deed of Partnership)	-			
(d)	A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, to submit copy of Certification of Incorporation)				
(e)	Any Society registered under Societies Registration Act, 1860; or Trust registered under The Indian Trusts Act, 1882 (Society registration certificate issued by the office of the Registrar of Cooperatives)				



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#	Activity	Form Number	Whether submitted Yes / No ⁴	Page No.	Remarks, if any
(f)	Copy of valid PAN card				
(g)	Copy of GST certificate along with latest quarterly return				
(h)	Documents/literature/data to demonstrate that the offered product meets the Technical Requirement as per Specification & Standards mentioned in Schedule of Supply for Bidders	TECH - 8			
(i)	In case sample is required to be submitted, whether samples submitted or not	-			
(j)	Manufacturer authorization [Applicable / Not Applicable]	-			
(k)	Copy of MSME (Udyog adhaar, <i>Entrepreneurs Memorandum-II</i> /Udyam registration, Any other registration etc.) certification [Applicable / Not Applicable]	-			
(l)	Any other certificate(s) required to be submitted. (<i>For example, International Organisation for Standards, Environment Management, Bureau of Indian Standard, Central Drugs Standard Control Organisation, Indian Pharmacopoeia etc.</i>)				
C. Additional Techno-commercial evaluation, if required (as listed in Section Additional Techno-commercial Evaluation)					
(a)	Document for determining size of Operation (Average Annual Turnover)	TECH - 7			
(b)	Document for determining Contractual Experience	TECH - 6			
7.	Any other documents specified in Bidding Forms (if any)				
(a)	RTGS Detail	TECH - 10			
(b)	Financial Bid Undertaking	TECH - 14			
(c)	Declarations by the bidder (on Rs. 100/- non Judicial Stamp)	TECH - 5			
Checklist for Financial Bid					
Financial Bid Schedules					
	Price Schedule for Supply to be Supplied from within India	FIN - 1			



Appendices

A.1. Appendix – Bidding Forms (Techno-commercial and Financial Forms)

Form Number	Form Type	Form Name
Form TECH -1 Letter of Bid	Techno-commercial Form	Letter of Bid
Form TECH -2 Authorization for Signing of Bid	Techno-commercial Form	Authorisation for signing of Bid
Form TECH -3 Bank Guarantee	Techno-commercial Form	Bank guarantee
Form TECH -4 Bid Securing Declaration	Techno-commercial Form	Bid Securing Declaration
Form TECH-5 Declaration by Bidder	Techno-commercial Form	Declaration by the bidder under section 7, 11 and 46 of the Act
Form TECH -6 Contractual Experience	Techno-commercial Form	Contractual Experience
Form TECH-7 Size of Operation	Techno-commercial Form	Size of Operation (Avg. Annual Turnover)
Form TECH -8 Technical Specification compliance / Deviation	Technical Form	Technical specification Compliance/ Deviation
Form Tech-9 Country of Origin Declaration Form and Certificate	Techno-commercial Form	Land Border Country Registration Requirement
Form Tech- 10:RTGS DETAILS OF FIRM	Techno-commercial Form	(ON FIRM LETTER HEAD)
Form Tech- 11: MANUFACTURER'S AUTHORIZATION FORM (MAF)	Techno-commercial Form	{to be filled by OEM's authorized partner}
Form Tech- 12: UNDERTAKING ON AUTHENTICITY OF ALL ITEMS and ALLIED EQUIPMENTS	Techno-commercial Form	{to be filled by the bidder (On Letter Head)}
Form Tech- 13: FINANCIAL BID UNDERTAKING technical bid}	Techno-commercial Form	{on bidders letterhead}
Form FIN -1 Price Schedule of Supply	Financial Form	Price Schedule for Supply to be filled in BOQ Excel Sheet



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Form TECH-1 Letter of Bid

(To be executed on company/firm letter head - Self-attested)

[NOTE: The Bidder must accomplish the letter of Bid on its Letterhead clearly showing the Bidder's Complete name and address]

Date:___ NIB No.: _____

To: **[insert complete name of the Procuring Entity]**

We, the undersigned, declare that:

- (a) I/ We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders Clause 2.1.3 **[Contents of bidding document]** and I/we will abide by all the terms and conditions mentioned in the bid document.
- (b) I/ We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, the following Goods: **[insert a brief description of the Goods]**.
- (c) I/ We have submitted **bid document cost** of INR, **processing fees/ user fees** INR and **bid security amount** INR, If I/ We have availed benefit of concessional bid security amount, then I/ We have submitted the relevant document along with my bid which is **digitally signed**.
- (d) My/Our Bid consisting of the Techno-commercial Bid and the Price Bid shall be valid for a period of **[insert validity period as specified in ITB Clause 2.2.6 Validity Period of Bid]** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) My/Our Techno-commercial Bid is in conformity with all the Requirement(s) as per Schedule of Supply
- (f) I/We undertake, if our bid is accepted, to commence work on the Goods and to supply Goods within the respective times stated in the Bidding Documents.
- (g) My/Our firm fulfil all the eligibility criteria mentioned in ITB 2.1.2 **[Eligible Bidder and Supply]**
- (h) If our Bid is accepted, we commit to obtain a Performance Security in the amount of **_[insert percentage]_____** percent of the Contract Price or shall submit the Performance Security Declaration for the due performance of the Contract. In case additional quantity is to be supplied than I agree to submit additional performance security.
- (i) I/ We agree to permit procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission.
- (j) I/ We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded,
- (k) I/ We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive as per Rule 72 of RTPP Rules.

Name: _____ **[insert complete name of person signing the bid]**
In the capacity of _____ **[insert legal capacity of person signing the bid]**
Signed: _____ **[insert signature of person whose name and capacity are shown above]** Duly authorized to sign the Bid for and on behalf of _____ **[insert complete name of the bidder]** Date: _____ **[insert date of signing]**



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Form TECH-2 Power of Attorney for signing of Bid (To be executed on a Non-judicial Stamp Paper duly notarized)

Know all men by these presents, We.....[name of the firm and Address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. [name], son/daughter/wife of[name]..... and presently residing at[place name] .. , who is presently employed with us and holding the position of[designation], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the Supply of “___[mention goods]___” required by [Name of the Procuring Authority] (the “Authority”) including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of contracts consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20....

For
[Signature, name, designation and Address]

Witnesses:

1.

(Notarized)

2.

Accepted

.....

(Signature)

[Name, Title and Address of the Attorney]



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Form TECH-3 Bank guarantee

Bank Guarantee - Unconditional

(To be executed on a non-judicial stamp paper)

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

[insert Bank's Name, and Address of Issuing Branch or Office] Beneficiary: [insert name and address of the Procuring Entity] Date: [insert date]

Bid Security No.: [insert number]

We have been informed that **[insert name of the Bidder]** (hereinafter called "the Bidder") has submitted to you its bid dated **[insert date]** (hereinafter called "the Bid") for the execution of **[insert name of contract]** under Notice Inviting Bids No. **[insert NIB number]** ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bank guarantee.

At the request of the Bidder, we **[insert name of Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ **[insert amount in figures]** **[insert amount in words]** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity in the Bid document; or
- (b) having been notified during the period of bid validity specified in the Bid Document, about the acceptance of its Bid by you,
 - (i) failed or refused to execute the Contract Agreement within the time specified in the Bid Document, or
 - (ii) failed or refused to furnish the performance security, in accordance with the Bid Document within the time specified in the Bid Document, or
- (c) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____ **[insert signature of person whose name and capacity are shown]**

Name: _____ **[insert complete name of person signing the Bid Security]**

In the capacity of: _____ **[insert legal capacity of person signing the Bid Security]**

Duly authorized to sign the Bid Security for and on behalf of _____ **[insert name of the Bank]**

Dated on day of _____ **[insert date of signing]**

Bank Name and complete branch address: _____

_____ Pin: _____

Bank's Seal__ **[affix seal of the Bank]**



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Form TECH-4 Bid-Securing Declaration

(To be executed on a non-judicial stamp paper)

Date: [insert date (as day, month, and year)]

NIB No.: [insert NIB number]

To: The Registrar General, Rajasthan High Court, Jodhpur

[insert complete name and address of Procuring Entity]

We, the undersigned, declare that we are a [Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.]:

- (i) Departments/Boards of the State Government or Central Government; or
- (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
- (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

We understand that we are eligible for submission of a Bid Securing Declaration in lieu of Bid Security under Rule 42 (3) of RTPP Rules, 2013

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, [insert designation of the Procuring Entity], for the period of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter “the BID DOCUMENT”); or
- (b) having been notified during the period of bid validity specified in the BID DOCUMENT, about the acceptance of our Bid by you,
 - i. fail or refuse to execute the Contract Agreement within the time specified in the BID DOCUMENT,
 - ii. fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time specified in the BID DOCUMENT, or
- (c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB. We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____ [insert signature of person whose name and capacity are shown]

Name: _____ [insert complete name of person signing the Bid-Securing Declaration] In the capacity of: _____ [insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____ [insert complete name and address of the Bidder]

Dated on day of _____ [insert date of signing]

Corporate Seal _____ [affix corporate seal of the bidder]



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Form TECH-5 Declarations by the Bidder

(To be executed on a Rs. 100/- non-judicial stamp paper and duly notarized)

In relation to our Bid submitted to [enter designation and address of the procuring entity] for procurement of [insert name of the Goods] in response

to their Notice Inviting Bids No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We are eligible and 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 our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document.
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
4. I/We and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/We have not been/have been debarred under Section 46 of RTPP Act. In case the Bidder is debarred by any other Procuring Entity of State/Central Government or in any country in last three years then following details to be provided for each Procuring Entity:
 - (i) Name of Entity State/Centre or Country:
 - (ii) Period of debarment [start and end date]:
 - (iii) Reason for the debarment:
6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition. 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.
 - i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates 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



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7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules, and this Bidding Document, till completion of all our obligations under the Contract. This means that 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.

Date:
Place:

Signature of Bidder
Name:
Designation:
Address:



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Form TECH-6 Contractual Experience

(To be executed on company/firm letter head - Self-attested)

I/We **[Name of firm / company]** do hereby certify that we have supplied

..... **[Name of Goods]** as per details given below for 3 to 5 years:

S. No.	Order placed by (Government Department/Offices/ PSUs etc. name, address and phone number)	Order Number and Date Copy attached (Yes/No)	Product description and Quantity	Date of Delivery		Supply Report Attached (Yes/No)
				As per Contract	Actual	

Or **[Use only one form]**

Contractual Experience		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Supplier
Total Contract Amount	INR	
Procuring Entity's name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance (Evaluation and Qualification Criteria for Least Cost Method)		



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Form TECH-7 Size of Operation (Average Annual Turnover)

(To be executed on CA firm's letter head - Self-attested)

The average gross turnover of M/s [Name of the firm / company] and address [Insert address] For the last audited are given below and certified that the statement is true and correct as per the book of records of the above-mentioned firm and through online certificate number ... [Mention certificate number]

Annual Turnover	
Year	Turnover in lakhs (INR)
Total Turnover in INR Lakhs	
Average Annual Turnover in INR Lakhs	

[Note: Turnover for the current financial year can be considered if the accounts are audited and certified by Chartered Accountant or attach Balance Sheet for respective years as a proof of document.]

Registration No. of Chartered Accountant / Firm shall be mentioned here

.....

Date

Signature of the Bidder

Signature of auditor/seal

Chartered Accountant (Name and address)..... [insert complete name and address of Chartered Accountant/ Firm]

UDIN

Telephone Number:

Mobile Number:



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Form Tech-8 Technical Specifications Compliance/Deviation

(To be executed on company/firm letter head - Self-attested)

Sr. No.	Technical Requirement as per Specifications and Standards	Minimum Requirement	Offered specification in line with required specification. (As per requirement / Higher Parameter / No)	Deviation details, if any



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Form Tech-9 Land Border Country Registration Requirement

(To be executed on a non-judicial stamp paper)

Name of Bidder _____ NIB Number __

I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India, I/we certify that, bidder M/s__**(Name of Bidder)** is

(i) not from such a country

or

(ii) if from such a country has been registered with the Competent Authority i.e. as specified in Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021. **(Evidence of valid registration by the Competent Authority shall be attached).**

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the bidder]*

Date: *[insert date of signing]*



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Form Tech- 10: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.	Account No.	
b.	Type of Account	
c.	Bank Name	
d.	Branch Name & Address	
e.	Contact No. of the branch	
f.	Email of the branch	
g.	IFSC No.	
h.	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-ri@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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Form Tech- 11: 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/PROCUREMENT/2022-23 Dated -09-2022

Sir,

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

Item No.	Equipments	Qty.	Unit	Period of Comprehensive OEM 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.)

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

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:



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Form Tech- 12: UNDERTAKING ON AUTHENTICITY OF ALL ITEMS and ALLIED EQUIPMENTS

{to be filled by the bidder (On Letter Head of Firm)}

To,

{Tendering Authority},

Reference: **NIT No.** HC/SK/PROCUREMENT/2022-23/ Dated -09-2022

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

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

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

Authorized Signatory

Name:

Designation:

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



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Form Tech- 13: FINANCIAL BID UNDERTAKING

{on bidders letterhead in technical bid}

To,
Registrar General,
Rajasthan High Court,
Jodhpur

Reference:– **NIT No.** . HC/SK/PROCUREMENT/2022-23 Dated -09-2022

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 **Form Fin-1 Price Schedule for Supply**.

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:



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Form Fin-1 Price Schedule for Supply

(To be offered from within – India)

Validate

Print

Help

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

Name of Work: FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF 52 NUMBER OF CAMERA & MIKE, 52 NUMBER OF DISPLAY UNIT AND 52 NUMBER OF DOCUMENT VISUALIZER FOR USE OF RAJASTHAN HIGH COURT & SUBORDINATE COURT OF RAJASTHAN UNDER E-COURT PROJECT

Contract No: HC/SK/PROCUREMENT/2022-23/33 DATED 19.09.2022

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)

NUM BER #	TEXT #	NUM BER #	TEX T #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quanti ty	Unit s	Estimated Rate in Rs. P	RATE In Figures To be entered by the Bidder Rs. P (incl all taxes)	TOTAL AMOUNT With all Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Supply of VC Hardware						
1.01	Camera & Mike	52.000	Nos	1040000.00		0.00	INR Zero Only
1.02	Display Unit	52.000	Nos	2080000.00		0.00	INR Zero Only
1.03	Document Visualizer	52.000	Nos	2282800.00		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only	

Not to be filled instead submit rates in Excel Sheet (BOQ) enclosed alongwith Bid Document on E-Procurement Portal

[Note:

Price shall include all customs duties and GST and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and GST and other taxes already paid on previously imported items.

For bids invited item-wise the evaluation would be done for each item separately. There is no option with bidder to submit quote for partial quantity of any item/items. If the Bidder does not want to Bid for a particular item than it should be left blank or filled zero. Procuring Entity will award the contract for each item separately to the lowest priced responsive bidder for that item.

Discount of any kind shall not be considered]

Name: _____ [insert complete name of person signing the bid]

In the capacity of _____ [insert legal capacity of person signing the bid]

Signed: _____ [insert signature of person whose name and capacity are shown above] Duly authorized to sign the Bid for and on behalf of _____ [insert complete name of the bidder]

Date: _____ [insert date of signing]



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A.2. Appendix – Contract Forms (Agreement Form)

(To be executed on a non-judicial stamp paper)

An agreement made this _____ day of _____ between _____ (hereinafter called "the 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 Governor of Rajasthan/ _____ [name of the Procuring Entity if other than a department of the State Government] (hereinafter called "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Goods and related services, viz., _____ and has accepted a Bid submitted by the Supplier for the supply of those Goods and related services for the sum of _____ [amount in figures and words] (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Procuring Entity's Notification to the Supplier of Award of Contract;
 - b. The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;
 - c. The Conditions of Contract;
 - d. The Schedule of Supply;
 - e. Instructions to Bidders;
 - f. The Notice Inviting Bids;

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Signature of the Approved
supplier/ bidder

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

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.2



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Performance Security

*(To be given by a Scheduled Bank in India)
(To be executed on a non-judicial stamp)*

..... **[Bank's Name, and Address of Issuing Branch or Office]**

Beneficiary: **[Name and Address of Procuring Entity]**

Date:.....

Performance Guarantee No.:.....

We have been informed that **[name of the Supplier]**(hereinafter called "the Supplier") has entered into Contract No. **[reference number of the Contract]** dated with you, for the supply of **[name of contract and brief description of the Goods]** (here in after called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we **[name of the Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of INR* **[amount in figures]** (INR..... **[amount in words]**) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of , ** , and any demand for payment under it must be received by us at this office on or before that date.

Seal of Bank and Authorized Signature(s)

* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract

** Insert the date sixty days after the expected completion date, including period of Warranty/ Guarantee and maintenance period, if any.

[Notes: 1. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.]



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Performance Security Declaration

(To be executed on a non-judicial stamp)

Date: _____ [insert date (as day, month and year)]

Contract Name and No.: _____ [insert name and number of Contract]

To: _____ [insert Designation and complete address of Procuring Entity]

We, the undersigned, declare that we are a (Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.):

- (i) Departments/Boards of the State Government or Central Government; or
- (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
- (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

We understand that we are eligible for submission of a Performance Securing Declaration in lieu of Performance Security under Rule 75 (1) of RTPP Rules, 2013

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the contract for _____ [insert name of subject matter of procurement]

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of _____ [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed] starting on the date that we receive a notification from you, the _____ [Designation of the Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____ [insert signature of person whose name and capacity are shown]

In the capacity of: _____ [insert legal capacity of person signing the Performance Security Declaration]

Name: _____ [insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____ [insert complete name and

address of the Bidder]

Dated on _____ day of _____ [insert date of signing]

Corporate Seal ___



A.3. Appendix – e-Procurement Process⁵

The eProcurement System of Rajasthan enables the Bidders to download the Bid Schedule free of cost and then submit the bids online through this portal. Vendors intending to participate in the e-bids of Rajasthan Government can enroll themselves through [Online Enrollment of Corporate/Bidder in website eProcurement System Government of Rajasthan](#). For Registration the Digital Signature enrollment has to be done with the e-token, after logging into the portal. Digital Signature Certificate (DSC) 'Class III' type will in bidder's name from an approved certifying agency. DSC/ e-token may be obtained from one of the authorized Certifying Authorities approved. The list of certifying authorities issuing the Digital Signature Certificates is available on the website www.cca.gov.in. The digital signature certificates (DSC) are issued with limited currency / validity date. Detailed information is also available in Bidder Manual Kit of [website eProcurement System Government of Rajasthan](#) i.e. <https://eproc.rajasthan.gov.in> for hassle_free_bid_submission

⁵The instructions stand valid as on July 19, 2021, the Procuring Entity and Bidder are advised to check the updated e-procurement process if any on the SPPP or e-procurement website of GoR.



A.4. Appendix: Grievance Handling Procedure during Procurement Process (Appeals)

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the Rajasthan High Court, Jodhpur in accordance with the provisions of chapter III of RTPP Act and chapter VII of RTPP Rules.

(1) Filing an appeal

- a. 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 the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Techno-commercial Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Techno-commercial Bid is found to be acceptable.

- b. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- c. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) 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 bidding 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.



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(3) Form and procedure of filing an appeal

- a. An appeal 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 First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(4) Fee for filing appeal

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

(5) Procedure for disposal of appeals

- a. The First Appellate Authority or Second 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 First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.



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FORM No. 1

[See Rule 83 of RTPP Rules]

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

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

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

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

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

.....
.....

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

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

6. Grounds of appeal:

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

7. Prayer:

.....
.....

Place

Date

Appellant's Signature