



## RAJASTHAN HIGH COURT, JODHPUR

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



# RAJASTHAN HIGH COURT, JODHPUR

## Notice Inviting Bid (NIB)

**BIDS FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF  
01 NUMBER OF SERVER, 01 NUMBER OF FIREWALL AND 36 NUMBER  
OF ASSISTIVE LISTENING SYSTEM AT SUBORDINATE COURTS OF  
RAJASTHAN, HIGH COURT, JODHPUR AND JAIPUR BENCH, JAIPUR  
UNDER E-COURT PROJECT PHASE-III**

**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.hcrraj.nic.in>  
Email: [hc-rj@nic.in](mailto:hc-rj@nic.in)**



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### Abbreviations

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



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## RAJASTHAN HIGH COURT, JODHPUR

### Notice Inviting Bid (NIB)

NIB No. HC/SK/Procurement/2025-26/40

Date: 19.01.2026

Bid Details-										
#	Particulars	Quantity	Price of Bid Document	Processing fees or user charges	Bid Security					
					Regular	SSI Rajasthan				
1.	Server	01	3000/-	1500/-	2%	0.5%				
2.	Firewall	01			2%	0.5%				
3.	Assistive listening system	36			2%	0.5%				
1.	Bid dates (other details provided in Instruction to Bidders)	Bid publishing			22.01.2026 at 10.00 AM					
		Document Download/Sale Start Date			22.01.2026 at 10.15 AM					
		Bid Submission Start Date			22.01.2026 at 10.30 AM					
		Pre-Bid Meeting Date and Time			27.01.2026 at 11.30 AM Registrar (Admn), Rajasthan High Court, Jodhpur					
		Online Bid (Techno-commercial and Financial) Submission Closing Date and Time			03.02.2026 at 05.00 PM					
		Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee			04.01.2026 at 11.00 AM					
		Bid (Techno-commercial) opening Date and Time			04.02.2026 at 11.30 AM					
		Financial Bid Opening Date/Time			Will be intimated later to the Technically qualified Bidders					
2.	Payment to be made upon submission of bid	<ul style="list-style-type: none"> <li>Bid doc fee Rs. 3000/- (Three Thousand only) in favour of Registrar General, Rajasthan High Court, Jodhpur (Non-refundable)</li> <li>Processing fee Rs. 1500/- (One Thousand Five Hundred only) in favour of MD, RISL, Jaipur (Non-refundable)</li> <li>Bid security in favour of Registrar General, Rajasthan High Court, Jodhpur</li> </ul> <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).								
7.	Bidding Mechanism	Bidding will be conducted via e-procurement portal								
8.	Detailed Bid available on	<input type="checkbox"/> State Public Procurement Portal (SPPP) <a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a> <input type="checkbox"/> e-procurement portal- <a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a> - Detailed BOQ in MS Excel is made available. <input type="checkbox"/> Department website : <a href="http://www.hcraj.nic.in">www.hcraj.nic.in</a>								



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9.	<b>Key Notes</b>	<ul style="list-style-type: none"><li>a) No conditional or partial or incomplete bid shall be accepted.</li><li>b) The abridged form of NIB is circulated in the national or local newspapers as per Rule 43 of RTPP Rules.</li><li>c) Price of bid document and processing fee or user charges once submitted shall not be refunded.</li><li>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 should be submitted online at the time of bid</u> (Techno-commercial) submission</li><li>e) original of all above should be submitted to Procuring Entity at Rajasthan High Court, Jodhpur as mentioned in NIB</li><li>f) 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, <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>. (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.</li><li>g) The bidders are required to submit:<ul style="list-style-type: none"><li>i. Proof of payment (soft copy) towards the Price of Bid Document, processing fees/ user charges or bid security amount via <u>cash, bank demand draft and banker's cheque to be submitted along with bid</u>.</li><li>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.</li></ul></li><li>h) 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 <i>Government of Rajasthan Notification No. F.2(I)FD/G&amp;T-SPFC/2017 dated 01.01.2021, 15 01.2021 and 30.03.2021</i>.</li><li>i) 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 RTPP Rules.</li></ul>
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By order,

Registrar (Classification-II)  
Rajasthan High Court, Jodhpur

UBN is: **RHC2526GLOB00044**



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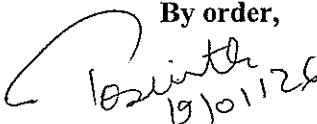
## Notice Inviting Bid (NIB)

NIB No. HC/SK/Procurement/2025-26/40

Date: 19.01.2026

Bids for the Supply, Installation & Maintenance of 01 number of Server, 01 number of Firewall and 36 number of Assistive listening system at Subordinate Courts of Rajasthan, High Court, Jodhpur and Jaipur Bench, Jaipur under E-Court Project Phase-III of estimated value INR 50,40,000/- are invited from interested bidders up to 03.02.2026 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://heraj.nic.in/heraj/tender.php> departmental website.

UBN .....

By order,  
  
19/01/26

Registrar (Classification-II)  
Rajasthan High Court, Jodhpur

UBN is: **RHC2526GLOB00044**



## 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><b>Bidder to ensure compliance with RTPP ACT &amp; Rules, primarily following-</b></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"><li>1. A Bidder may be a natural person, private entity, government-owned entity.</li><li>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.</li><li>3. A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process.</li><li>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.</li><li>5. Each Bidder shall submit only one Bid. <u>Multiple bids submitted by a bidder shall be summarily rejected.</u></li><li>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&amp;T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021.</li></ol>



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Clause	Sub-Clauses																
3. <b>Contents of Bidding Document</b>	<p>The Bidding Document consists of following Sections as indicated below-</p> <ul style="list-style-type: none"> <li>i. Notice Inviting Bid (NIB);</li> <li>ii. Instruction to Bidders (ITB) and Bid Data Sheet;</li> <li>iii. Evaluation and Qualification Criteria (EQC);</li> <li>iv. Schedule of Supply for Bidders;</li> <li>v. Conditions of Contract and Special Conditions of Contract;</li> <li>vi. Bidding Forms;</li> <li>vii. Clarifications to bid document/Addenda to Bid Document if any.</li> </ul> <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 (<a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a>) e- Procurement Portal (<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>) or Procuring Entity's website www.hcraj.nic.in</p>																
4. <b>Pre-Bid Conference</b>	<p>The Bidder or his authorized representative is invited to attend the Pre-Bid Meeting on date and time mentioned ITB 2.1.7 (<b>Key timelines</b>) 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 (<i>part of bidding document</i>).</p> <p>Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.</p>																
5. <b>Changes to Bidding Document</b>	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. <b>Cost of Bidding</b>	<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>,</p> <p>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 as per Date and Time mentioned in NIT</p>																
7. <b>Key Timelines</b>	<table border="1"> <tr> <td>Bid publishing</td><td>22.01.2026 at 10.00 AM</td></tr> <tr> <td>Document Download/Sale Start Date</td><td>22.01.2026 at 10.15 AM</td></tr> <tr> <td>Bid Submission Start Date</td><td>22.01.2026 at 10.30 AM</td></tr> <tr> <td>Pre-Bid Meeting Date and Time</td><td>27.01.2026 at 11.30 AM</td></tr> <tr> <td>Online Bid (Techno-commercial and Financial) Submission Closing Date and Time</td><td>03.02.2026 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>04.01.2026 at 11.00 AM</td></tr> <tr> <td>Bid (Techno-commercial) opening Date and Time</td><td>04.02.2026 at 11.30 AM</td></tr> <tr> <td>Financial Bid Opening Date/Time</td><td>Will be intimated later to the Technically qualified Bidders</td></tr> </table>	Bid publishing	22.01.2026 at 10.00 AM	Document Download/Sale Start Date	22.01.2026 at 10.15 AM	Bid Submission Start Date	22.01.2026 at 10.30 AM	Pre-Bid Meeting Date and Time	27.01.2026 at 11.30 AM	Online Bid (Techno-commercial and Financial) Submission Closing Date and Time	03.02.2026 at 05.00 PM	Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*	04.01.2026 at 11.00 AM	Bid (Techno-commercial) opening Date and Time	04.02.2026 at 11.30 AM	Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified Bidders
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## 2.2 Preparation and Submission of Bids

#	Clause	Sub-Clauses
1.	<b>Documents Comprising of Bids</b>	<p>The Bid comprise of two (02) covers, both covers must be submitted simultaneously.</p> <p><b>First cover</b> comprises of Techno-commercial Bid (in PDF File) and the Techno-commercial Bids (documents specified in <b>Qualification Criteria</b>) shall be in PDF format without any alteration in the format.</p> <p><b>Second cover</b> 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 <b>non- responsive</b>.</p>
2.	<b>Bid Prices</b>	<p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Bidding Forms [<b>Form Fin1 Price Schedule for Supply</b>]</p> <p>Bid prices quoted should include all taxes, costs associated with <b>Packing and Documents (Conditions of Contract 5.2.9)</b>, <b>Insurance (Conditions of Contract 5.2.10)</b>, <b>Transportation (Conditions of Contract 5.2.11)</b>, <b>Installation, Erection, Training and Commissioning</b> (Conditions of Contract 5.2.12) as required for delivery to <b>Location of Supplies</b> as specified in <b>Section IV Schedule of Supply</b></p>
3.	<b>Currency of Bids</b>	The currency for the Bid will be Indian Rupees up to two decimal places
4.	<b>Language of bid</b>	The language for all correspondence and documents would be either in English or Hindi or both.
5.	<b>Tests, samples and trials establishing the conformity of the goods to the Bidding Document</b>	<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&amp;AR Part II</p> <ol style="list-style-type: none"> <li>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 <b>Schedule of Supply for bidders</b> and any amendment thereof issued in accordance with <b>ITB Clause 2.1.5 [Changes to Bidding document]</b></li> <li><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></li> <li><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></li> <li>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 <b>Schedule of Supply for bidders</b>.</li> </ol>



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#	Clause	Sub-Clauses
		<p>5. <i>Approved samples of successful bidder would be retained by the Procuring Entity.</i></p> <p>6. <i>Samples not approved shall be collected by the Bidders within one month of notification of technical result.</i> 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 <b>Section 3 “Evaluation and Qualification Criteria”</b> Para 3.2 of Evaluation and Qualification criteria
7.	Validity Period of Bid	<p>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 <b>non-responsive</b>.</p> <p>Extension of validity and corresponding extension of Bid Security would be as per Rule 48 (2) and 48 (3) of RTPP Rules</p>

## 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 <b>for normal bidder, 0.5% of estimated cost for SSI/MSME unit and, 1% of estimated cost for Sick Industries</b>. 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> <ul style="list-style-type: none"> <li>(I) Departments/Boards of the State Government or Central Government;</li> <li>(II) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;</li> <li>(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</li> <li>(IV) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.</li> </ul>



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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.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.</i></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.	<b>Format and Signing of Bid</b>	<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 <b>evaluation and Qualification criteria</b>. <u>'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.'</u></p> <p>In case the Bidder is not the proprietor then the Bidder has to submit <b>Power of Attorney</b> for signing the Bid in notarized non-Judicial stamp Paper as per <b>Form TECH- 2 (Power of Attorney for signing of bid)</b>.</p> <p>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.	<b>Opening of Bids</b>	Opening of Bids would be on date specified in <b>ITB 2.1.7 Key Timelines</b> . The procedure for Bid opening will be as per <b>A.3 Appendix e- Procurement Process</b> .



## 2.5 Bid Evaluation

#	Clause	Sub-Clauses
1.	<b>Responsiveness, Clarifications, and Evaluation of Bid</b>  <b>Non-material non-conformities</b>	<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><b>Non-material non-conformities</b> 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.	<b>Preliminary Examination</b>	<p>To determine preliminary responsive bid, the bid will be examined as per Rule 56 of RTPP Rules, and all the documents specified in <b>Qualification Criteria</b>.</p> <p>If the Bidder fails to submit the documents, then the Bid would be considered non-responsive and shall be rejected</p>
3.	<b>Techno-commercial Examination</b>	<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 <b>Qualification Criteria</b> and also submit documents as specified in Additional Techno-commercial Evaluation in <b>Qualification Criteria</b>.</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.	<b>Evaluation of Financial Bid</b>	<p><b>For bids invited item-wise</b> 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.	<b>Acceptance and Award of Contract</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li></ol>
2.	<b>Procuring Entity's right to vary quantity</b>	Procuring Entity's right to vary quantity would be as per Rules 73 (1) and (3) of RTPP Rules.
3.	<b>No commitment of Quantity</b>	If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
4.	<b>Dividing quantities among more than one Bidder at the time of award</b>	1. Procuring Entity's right to divide quantity among more than one Bidder in case of <b>Fixed Quantity Contract</b> would be as per Rule 74 of RTPP Rules.
5.	<b>Signing of Contract</b>	<ol style="list-style-type: none"><li>In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an <b>Agreement form</b> in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of <b>Performance Security</b> or a <b>Performance Security Declaration</b>, 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.</li><li>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</li></ol>



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#	Clause	Sub-Clauses
6.	<b>Performance Security</b>	<ul style="list-style-type: none"><li>Performance security shall be solicited from all successful bidders except the-<ol style="list-style-type: none"><li>Departments/Boards of the State Government or Central Government;</li><li>Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;</li><li>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;</li></ol></li><li>or</li><li>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.</li></ul> <p>Performance Security for value and validity or Performance Securing Declaration shall be dealt as per Rule 75 of RTPP Rule. would be:(a) 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 10% of the amount of work order, in case of procurement of works; (b) 1% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan; and (c) 2% 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"><li>In case additional quantity is ordered than the Supplier will have to submit additional Performance Security.</li></ul> <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><b>Performance security shall be furnished in any one of the following forms</b></p> <ul style="list-style-type: none"><li>(a) Bank Draft or Banker's Cheque of a scheduled bank;</li><li>(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;</li><li>(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;</li></ul>



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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> <ul style="list-style-type: none"> <li>● <b>Additional Performance Security as per Rule 75A of RTPP Rules.-</b></li> </ul> <p>(a) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Daft, Banker's Cheque, Government Securities or Bank Guarantee.</p> <p><b><u>Explanation : For the purpose of this rule:-</u></b></p> <p>(i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.</p> <p>(ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.</p> <p>(iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.</p> <p>(b) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.</p> <ul style="list-style-type: none"> <li>● <b>Forfeiture of Performance Security:</b></li> </ul> <p>The amount of Performance Security may be forfeited in the following cases:-</p> <ol style="list-style-type: none"> <li>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; or</li> <li>2. 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.</li> <li>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&amp;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.</li> </ol> <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.	<b>Punishment</b>	<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"> <li>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/or</li> <li>ii. 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.</li> </ol>



## 2.7 Procurement Appeals

#	Clause	Sub-Clauses
1.	<b>Procurement Appeals</b>	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.	<b>Jurisdiction of courts</b>	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 as per Dated and Time Mentioned in NIT).
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-

<b>Type of Company/Firm</b>	<b>Certificate</b>
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**.
- 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-



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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 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 Annual Turnover. Bidder will have to submit documents that it has generated average annual turnover of at least of the value equal to 50% of estimated cost of tender value, during the last 3 years ending on 2024 to qualify for an item. The turnover is to be supported by **Form Tech 7 Size of Operation (Average Annual Turnover)**. Accounts (balance sheet or CA certificate) for the past financial years duly certified by the auditor of 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 1 contract of IT/ITES Equipments supplied in Govt./Semi Government Department/Offices/PSUs etc each valued at least 50% 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) For bidders who do not desire to participate for whole tender, above points (a) and (b) may be considered for the estimated value of that particular items. But the bidder has to participate for whole quantity for that particular item.
- (d) 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) BILL OF MATERIAL (BoM)

Item No.	Equipments	Quantity	MAF required (Y/N)	Minimum Period of Comprehensive OEM Warranty (in Months)	Period of end of sale (in months)	Availability of part in Rajasthan (in Months)	Period of back to back support, updates and patches (in months)
1.	Server	01	Y	60	36	60	60
2.	Firewall	01	Y	60	36	60	60
3.	Assistive listening system	36	Y	60	36	60	60

- Apart from items specified herein, any other work/Item which may be required on the basis of actual verified requirement on site, for the purpose of installation work, shall be allowed to be used only with the prior approval of District Court Computer Committee.
- Successful bidder has to supply all above items, install necessary software and all other accessories as per the instruction of RHC, Jodhpur.
- Vendor should deliver & Install Hardware Components in the District and Subordinate Courts in the State of Rajasthan and Rajasthan High Court, Jodhpur & Jaipur Bench Jaipur.
- A List of location where above items have to be delivered and Installed is enclosed herewith as at “**List of Location (Court/High Court)**” Accessories will be supplied as per approved sample pieces retained by the Hon’ble Committee.
- Successful bidder has to Supply all the required items, as mentioned in the BOM and having the specifications and all other accessories as per mentioned in NIT.
- OEM warranty will be commenced from the actual date of Installation in the office concerned, as verified by the concerned office.
- Cartridge refilling will be permissible and warranty will not be treated void if cartridge is refilled in case of printer.

### b) List of Goods (Mandatory)

Item No.	Description of Goods	Qty.	Unit of Measurement	Location of Supplies	Timelines from completion of delivery of item	Maximum Period for installation from the schedule date of delivery
1.	Server	01	Nos.	Subordinate Courts & RHC	30 Days	7 Days
2.	Firewall	01	Nos.			
3.	Assistive listening system	36	Nos.			

### c) Technical Specification of Items

#### Item No. 1 Server

S. No.	Parameter	Minimum Specifications
1.	Form Factor	Rack Mount (Maximum 2U)
2.	Processor Make	X86 Architecture processor
3.	Max. Number of sockets available on chipset	To be mentioned by Vendor
4.	Max. Number of sockets populated with processor	Two
5.	No. of Processor	Two
6.	Processor Configuration	Latest generation of 64-bit x86 processor fully binary compatible to 32-bit applications with minimum 24 cores
7.	Number of cores per Processor	24 or more with each core supporting Multi Thread
8.	Processor base frequency	2.8 GHz or higher
9.	Chipset compatible with CPU	Yes (chipset of Processor OEM)
10.	Motherboard compatible with CPU	Yes (motherboard of Processor OEM)
11.	PCI Slots ( Express Gen 3.0 min.)	One Free
12.	Max Nos of PCI Lanes	To be mentioned by Vendor
13.	Memory (RAM)	1.0 TB , DDR5-5600 or better
14.	DDR5 RAM upgradable up to ( Minimum)	8.0 TB



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15.	DIMM Slots ( Minimum) (No.)	32
16.	Hard Disk drive Capacity (GB)	480 GB x2 for OS and 4x1.92 TB SSD-SAS 12 Gbps or better
17.	Hard disk drive RPM with SAS (hot plug or better) (RPM)	Hot plug
18.	RAID Controller Caches (MB)	8 GB with adequate battery backup
19.	RAID Controller	12 Gbps SAS RAID controller supporting RAID 0, 1, 5, and 10
20.	RAID Controller Ports	8
21.	Video Controller ( Support VGA or above resolution )	Yes
22.	Keyboard	No
23.	Mouse	No
24.	Monitor	No
25.	Bays (min. 2 internal or more hot plug)	10 or more
26.	USB Ports ( Version 2.0/3.0)	6 or more (minimum 2 ports of USB 2.0 and 4 ports of USB 3.0 or higher)
27.	Certifications, Compliance & support by Windows, Red Hat or Novell	OS Certification Compliance : Windows, Linux (RedHat, Ubuntu) and any other compatible OS. Virtualization / Cloud Platform : Microsoft Windows, VMWare, OpenStack, Kubernetes Certification for Compliance.
28.	DVD ROM (or better)	No
29.	Networking : dual LAN (10/100/1000) network card	Dual Port 10 GbE Base-T Adapter , OCP NIC 3.0 Network Adapter
30.	FC HBA Dual port card	Dual port FC HBA Card 16/32 Gbps or higher ( Qty- 2) 5M LC-LC cable for each HBA port
31.	FC HBA Dual port card Speed	32 Gbps or higher
32.	Management Features-1	Remote power on / shutdown of server Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port, should have virtual Media support with all required licenses. Remote KVM Server Health Logging Out of Band management
33.	Management Features-2	Management of multiple Servers from single console with single source of truth for multiple sites. Automated Infrastructure management for patch upgrades, version upgrades, etc. Simplified management with analytics driven actionable intelligence Intelligence System tagging giving admin flexibility to provide metadata tags to each system to enable users to filter and sort systems based on user-assigned attributes Hardware Profile based deployment of multiple Servers simultaneously Policy template for deployment of single policy to multiple Servers simultaneously Platform inventory and health status Server utilization statistics collection (including firmware updates and diagnostic tools) Should provide an alert in case the system is not part of OEM hardware compatibility test Solution should be open and programmable providing Rest API, SDK for programming languages like Python, power shell scripts etc. Should have customizable dashboard to show overall faults/health/inventory for all managed infrastructure. The solution should provide option to create unique dashboards for individual users. the user should have flexibility to select name for dashboards and widgets (viz. health, utilization etc) Single pane of glass for auto Provisioning across Multi vendor& multi hypervisor platform Self service portal deployment for automated provisioning Real-time out-of-band hardware performance monitoring & alerting
34.	Security Features-1	Secure Boot (Firmware and Bios Level Security) Provision to lock the system on breach Hardware root of trust/Dual Root of Trust Server should provide policy based security Server should provide server intrusion detection
35.	Security Features-2	Provision for Cryptographic firmware updates Capability to stop execution of Application/Hypervisor/ Operating System on predefined security breach Secure/Automatic BIOS recovery Network Card secure firmware boot In case of any security breach system should provide the lock down feature



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36.	Redundant Power Supply	Redundant Power Supply should be Platinum Efficiency and hot Swappable
37.	Redundant Fan	Yes
38.	Server scalability to be achieved within the box & without adding nodes	Yes
39.	BIS Registration no. under CRS of Deity	Yes
40.	Declare max. power consumption of the system	To be mentioned by Vendor
41.	Availability of documentary evidence in support of model quoted in commercial production & due evaluation completed	Yes
42.	Details of benchmark indices with software & diagnostic software used to test server. Benchmark report (snapshots and full description report) should be submitted (for an exactly same configuration as what is being quoted) along with the bid.	Processor SPEC CPU2017 benchmarked with SPEC rating of at least (350 SPECrate2017_int_base score and 325 - SPECrate2017_fp_base scores). Benchmark rating of quoted processor for quoted model should be published on SPEC.ORG on date of bidding.
43.	Server main supply	200V to 230V
44.	CE or UL certified or Ertl/Etdc certified for safety (IEC-60950-1)	Yes
45.	RoHS Compliance	Yes
46.	Warranty	Five Years OEM onsite comprehensive warranty. Acceptance Testing before delivery. Root of Trust Security Enabled. Due to security reasons defective HDD/SSD will not be returned back on replacement.
47.	Service Level Agreement (SLA) may be ADDED and may be read as	Critical (production down) resolution within 8 hours and after that penalty Rs 400/hour. Non-critical (Redundancy lost/Partial failure) resolution within 24 hours and after that penalty Rs 400/day. Maximum Penalty upto 50% of the total PO value.
48.	MAF from OEM is Required	Yes

## Item No. 2 Firewall

#	Features	Minimum Specifications
1.	Type	Next Generation Enterprise Firewall
2.	Equipment Test Certification	FCC Class A, CE Class A, VCCI Class A, UL and CB Certified.
3.	Fans and Power Supply	The offered firewall must be a single appliance and not a cluster and should be provided with redundant hot swappable fans and redundant hot swappable power supplies.
4.	Architecture	The proposed NGFW solution architecture should have Control Plane separated from the Data Plane in the Device architecture itself, whereby Control Plane should handle Management functions like configuration, reporting and route update & Data Plane should handle Signature matching (like exploits, virus, spyware, CC#), Security processing (like apps, users, content/URL, policy match, SSL decryption, app decoding etc) & Network Processing (like flow control, route lookup, MAC) The proposed firewall must have min 8 physical cores with x86 processor The administrator must be able to view report on the CPU usage for management activities and CPU usage for other activities.
5.	Storage	The NGFW should have 240 GB or higher solid-state drives for System storage.
6.	Interface Requirement	Min 8 x 1 Gig Copper interfaces from day one Minimum 6*1G SFP and Minimum 4x 1/10Gig SFP/SFP+ ports fully populated with SR transceivers from day 1 Dedicated 2x HA ports with active optical cable of minimum 5 meter length in addition to requested data ports, OOB, Console Management and USB Port
7.	Performance Capacity	A minimum NG Firewall application control throughput-minimum 8Gbps considering 100% L7 traffic including application-identification/AVC/Application control and logging enabled. The bidder shall submit the performance test report reference from public documents or from



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		Global product engineering department/global Testing Department/ Global POC
		Minimum NG Threat prevention throughput by enabling and measured with Application-ID/AVC, User-ID/Agent-ID, NGIPS, Anti-Virus, Anti-Spyware, Anti Malware, File Blocking, Sandboxing, advanced DNS Security and logging security threat prevention features enabled - minimum 3 Gbps considering 100% L7 traffic. The bidder shall submit the performance test report reference from public documents or from Global Product Engineering IPsec VPN throughput with logging enabled- minimum 4 Gbps with 64KB HTTP New Layer 4 sessions per second 300,000 or New Layer 7 sessions per second. Concurrent Layer 4 sessions Min 4 Million or Concurrent Layer 7 sessions - Min.
8.	High Availability	Active/Active and Active/Passive and should support session state synchronization among firewalls in a high availability cluster.
9.	Interface Operation Mode	The proposed firewall shall support Dual Stack IPv4/IPv6 application control and threat inspection support in: - Tap Mode -Transparent mode (IPS Mode) -Layer 2 -Layer 3 Should be able to operate mix of multiple modes
		The proposed firewall shall have native network traffic classification which identifies applications across all ports irrespective of port/protocol/evasive tactics The proposed firewall shall be able to handle (alert, block or allow) unknown/unidentified applications like unknown UDP & TCP
	Next Generation Firewall Features	The proposed firewall should have the ability to create custom application signatures and categories directly on firewall without the need of any third-party tool or technical support. Also the device should have capability to provide detailed information about dependent applications to securely enable an application.
10.		The NGFW must have GUI based packet capture utility within its management console with capability of creating packet capture filters for IPv4 and IPv6 traffic and ability to define the packet and byte count  The proposed firewall shall be able to implement Zones, IP address, Port numbers, User id, Application id and threat protection profile under the same firewall rule or The firewall must support creation of policy based on wildcard addresses to match multiple objects for ease of deployment.
		The proposed firewall shall delineate different parts of the application such as allowing Facebook chat but blocking its file-transfer capability inside the chat. The proposed firewall shall be able to protect the user from the malicious content upload or download by any application. Example Blocking a malicious file download The firewall must have the ability to manage firewall policy. The firewall must disallow root access to firewall system all users (including super) Should support insertion of customer 2 factor authentication into any application before permitting the connection. Solution should have machine learning capabilities on the data plane to analyze web page content to determine if it contains malicious JavaScript or is being used for credential phishing. Inline ML should prevent web page threats from infiltrating network by providing real-time analysis capabilities.
		The firewall must have the capability to create DOS prevention policy to prevent against DOS attacks on per zone basis (outbound to inbound, inbound to inbound and inbound to outbound) and ability to create and define DOS policy based on attacks like UDP Flood, ICMP Flood, SYN Flood (Random Early Drop and SYN cookie), IP Address Sweeps, IP Address Spoofs, port scan, Ping of Death, Teardrop attacks.
11.	Thread Protection	Should have protocol decoder-based analysis which can perform Stateful decode upon the protocol and then intelligently applies signatures to detect network and application.  Intrusion prevention signatures should be built based on the vulnerability itself, A single signature should stop multiple exploit attempts on a known system Should block known network and application-layer vulnerability exploits



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		The proposed firewall shall perform content based signature matching beyond the traditional hash base signatures
		The proposed firewall shall have on box Anti - Virus/Malware, Anti Spyware signatures and should have minimum signatures update window of every one hour.
		All the protection signatures should be created by vendor base on their threat intelligence and should not use any 3rd party IPS or AV engines.
		Should be able to perform Anti-virus scans for HTTP, SMTP, IMAP, POP3, FTP, SMB traffic with configurable AV action such as allow, deny, reset, alert etc.
		Should have DNS sink holing for malicious DNS request from inside hosts to outside bad domains and should be able to integrate and query third party external threat intelligence data bases to block or sinkhole bad IP address, Domain and URLs.
		Should support inspection of headers with 802.1Q for specific Layer 2 security group tag (SGT) values and drop the packet based on Zone Protection profile.
		The device should support zero day prevention by submitting the executable files and getting the verdict back in five minutes post detection
		The device should have protection for min 20000 IPS signatures excluding custom.
		Should have threat prevention capabilities to easily import IPS signatures from the most common definition languages Snort and Suricata.
		The solution must be able to define AV scanning on per application basis such that certain applications may be excluded from AV scan while some applications to be included.
		The solution must have data loss prevention by defining the categories of sensitive information that is required to filter.
		Should be able to call 3rd party threat intelligence data on malicious IPs, URLs and Domains to the same firewall policy to block those malicious attributes and list should get updated dynamically with latest data.
		Vendor should automatically push dynamic block list with latest threat intelligence data base on malicious IPs, URLs and Domains to the firewall policy as an additional.
		The NGFW should have native protection against credential theft attacks (without the need of endpoint agents) with ability to prevent the theft and abuse of stolen.
		Automatically identify and block phishing sites.
		Prevent users from submitting credentials to phishing sites
		Prevent the use of stolen credential
12.	Advanced Persistent Threat (APT) Protection	There should be provision to enable the APT solution if required in Future with following features. This should be a both on premise and cloud base unknown malware analysis.
		Advance unknown malware analysis engine should be capable of machine learning with static analysis and dynamic analysis engine with custom-built virtual
		Cloud base unknown malware analysis service should be certified with SOC2 or any other Data privacy compliance certification for customer data privacy protection which is uploaded to unknown threat emulation and analysis.
13.	URL Filtering feature enabled from day 1	The solution must be able to use AV and zero day signatures based on payload and not just by hash values and it should support bare metal analysis if required.
		The protection signatures created base unknown malware emulation should be payload or content base signatures that could block multiple unknown malware that use different hash but the same malicious payload.
		NGFW should protect against evasive techniques such as cloaking, fake CAPTCHAS, and HTML character encoding based attacks
		NGFW should allow creation of custom categories according to different needs around risk tolerance, compliance, regulation, or acceptable use
14.	DNS Security Features from day 1	NGFW should support policy creation around end user attempts to view the cached results of web searches and internet archives from day 1
		NGFW should have a vast categorization database where websites are classified based on site content, features, and safety in more than 70 benign and malicious
		The Solution should support DNS security in line mode and not proxy mode
		Solution should support database maintenance containing a list of known botnet command and control (C&C) addresses which should be updated dynamically
		DNS Security should have predictive analytics to disrupt attacks that use DNS for Data theft and Command and Control



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		<p>DNS security capabilities should block known Bad domains and predict with advanced machine learning technology and should have global threat intelligence of at least 10 million malicious domains if needed for any future considerations</p> <p>It should prevent against new malicious domains and enforce consistent protections for millions of emerging domains</p> <p>The solution should support integration and correlation to provide effective prevention against New C2 domains, file download source domains, and domains in malicious email links. Integrate with URL Filtering to continuously crawl newfound or un-categorized sites for threat indicators. Should have OEM human-driven adversary tracking and malware reverse engineering, including insight from globally deployed honeypots.</p> <p>Should support simple policy formation for dynamic action to block domain generation algorithms and sinkhole DNS queries.</p> <p>Solution should have prevention against DNS tunneling which are used by hackers to hide data theft in standard DNS traffic by providing features like DNS tunnel</p> <p>The solution should be capable to neutralize DNS tunneling and it should automatically stop with the combination of policy on the next-generation firewall and blocking the parent domain for all customers.</p> <p>The solution should have support for dynamic response to find infected machines and respond immediately. There should be provision for administrator to automate the process of sink-holing malicious domains to cut off Command and control.</p>
15.	SSL/SSH Decryption	<p>The proposed firewall should have SSL decryption in Hardware and shall be able to identify, decrypt and evaluate SSL traffic in an outbound connection (forward).</p> <p>The proposed firewall shall be able to identify, decrypt and evaluate SSL traffic in an inbound connection.</p> <p>The firewall must have the capability to be configured and deployed as SSL connection broker and port mirroring for SSL traffic</p> <p>The proposed firewall shall be able to identify, decrypt and evaluate SSH Tunnel traffic in an inbound and outbound connections</p> <p>The NGFW shall support the ability to have a SSL inspection policy differentiate between personal SSL connections i.e. banking, shopping, health and non-personal.</p> <p>The device should be capable of SSL automatic exclusions for pinned applications.</p> <p>The firewall supports TLSv1.3 decryption in all modes (SSL Forward Proxy, SSL Inbound Inspection, Broker and SSL Decryption Port Mirroring).</p> <p>SSL decryption must be supported on any port used for SSL i.e. SSL decryption must be supported on non-standard SSL port as well.</p>
16.	Network Address Translation	<p>The proposed firewall must be able to operate in routing/NAT mode</p> <p>The proposed firewall must be able to support Network Address Translation (NAT)</p> <p>The proposed firewall must be able to support Port Address Translation (PAT)</p> <p>The proposed firewall shall support Dual Stack IPv4/IPv6 (NAT64, NPTV6)</p> <p>Should support Dynamic IP reservation, tunable dynamic IP and port</p>
17.	IPv6 Support	<p>L2, L3, Tap and Transparent mode</p> <p>Should support on firewall policy with User and Applications.</p> <p>Should support SSL decryption on IPv6</p> <p>Should support SLAAC Stateless Address Auto configuration</p> <p>Should be IPv6 Logo or USGv6 certified</p>
18.	Routing and Multicast support	<p>The proposed firewall must support the following routing protocols:</p> <ul style="list-style-type: none"><li>-Static</li><li>- RIP v2</li><li>- OSPFv2/v3 with graceful restart</li><li>- BGP v4 with graceful restart</li></ul> <p>The firewall must support FQDN instead of IP address for static route next hop, policy based forwarding next hop and BGP peer address</p> <p>The firewall must support VXLAN Tunnel content inspection</p>



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		<p>The firewall must support DDNS providers such as DuckDNS, DynDNS, FreeDNS Afraid.org Dynamic API, FreeDNS Afraid.org and No-IP.</p> <p>The proposed firewall must have support for mobile protocols like GTP, SCTP and support for termination of GRE Tunnels</p> <p>The device should support load balancing of traffic on multiple WAN links based on application, latency, cost and type.</p> <p>The proposed solution must support Policy Based forwarding based on: Zone - Source or Destination Address Source or destination port - Application (not port based) - AD/LDAP user or User Group - Services or ports</p> <p>The proposed solution should support the ability to create QoS policy on a per rule basis: -by source address -by destination address - by application (such as Skype, Bittorrent, YouTube, azureus) - by static or dynamic application groups (such as Instant Messaging or P2P groups)</p> <p>PIM-SM, PIM-SSM, IGMP v1, v2, and v3</p> <p>Bidirectional Forwarding Detection (BFD)</p>
19.	Authentication	<p>Solution should support the following authentication protocols:</p> <ul style="list-style-type: none"> <li>- LDAP</li> <li>- Radius (vendor specific attributes)</li> <li>- Token-based solutions (i.e. Secure-ID)</li> <li>- Kerberos</li> </ul> <p>The proposed firewall's SSL VPN shall support the following authentication:</p> <ul style="list-style-type: none"> <li>- LDAP</li> <li>- Radius</li> <li>- Token-based solutions (i.e. Secure-ID)</li> <li>- Kerberos</li> <li>- SAML</li> <li>- Any combination of the above</li> </ul>
20.	Monitoring, Management and Reporting	<p>Should provide on device as well as centralized management and reporting solution with complete feature parity on firewall administration. The Central Management and Reporting Solution should be a dedicated OEM appliance with</p> <p>There should be provision to permanently block the export of private keys for certificates that have been generated or imported to harden the security posture in order to prevent rogue administrators from misusing keys.</p> <p>The management solution must support the native capability to optimize the security rule base and offer steps to create application based rules</p> <p>The proposed solution must allow single policy rule creation for application control, user based control, host profile, threat prevention, Anti-virus, file filtering, content filtering, QoS and scheduling at single place within a single rule and not at multiple locations. There must not be different places and options to define policy rules</p> <p>Should have separate real time logging based on all Traffic, Threats, User IDs, URL filtering, Data filtering, Content filtering, unknown malware analysis, Authentication, Tunneled Traffic and correlated log view based on other logging</p> <p>Should support the report generation on a manual or schedule (Daily, Weekly, etc.)</p> <p>Should allow the report to be exported into other format such as PDF, HTML, CSV, etc.</p> <p>Should have built in report templates base on Applications, Users, Threats, Traffic, etc.</p> <p>Should be able to create report based on SaaS application usage</p> <p>Should be able to create reports based on user activity</p> <p>Should be able to create custom report based on custom query base any logging</p> <p>On device management service should be able to provide all the mentioned features in case of central management server failure</p>
21.	Authorization	Original Manufacturer Authorization Certificate to be submitted along with the bid. We reserve the right to reject in case deviation on the basis of technical compliance as submitted in the tender document.
22.	Support & Warranty	OEM should be present in India from at least Five Years and should be proposed with Five Years OEM support bundle with 24x7x365 days TAC support, RMA (There should be at least 4 RMA dept and one TAC for support in India), software updates and subscription update support. The NGFW should be proposed with Five Years subscription licenses for NGFW, NGIPS, Anti-Virus, Anti Spyware, URL Filtering, DNS, etc.



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### Item No. 3 Assistive listening system

S. No.	Parameters	Minimum Specifications
1	Assistive Listening Dual Frequency System with 2 Transmitter and 2 Receivers & Earbuds, Carry Case	
2	Power Source	Battery Powered, with minimum 10 hours backup on continuous usage
3	Fit Type (Receiver)	On Ear
4	Compatible Devices	Headphones Min 2 nos
5	Control Type	Button Control
6	Form Factor	On Ear
7	Connectivity	Wireless, Bluetooth
8	Comprehensive On Site Warranty	Five Years
9	Use Case	Item shall be used in paperless courts, online courts, live streaming courts

**Note:**

- (1.) *All the specification 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.*
- (2.) *Bidders have to clarify the make and model of all items and submit sample of item for assessment of build quality and performance before opening of the Technical bid failing which their technical bid may not be evaluated.*
- (3.) The installation schedule mentioned above entails all activities including delivery and installation of all Hardware and related software items.
- (4.) Details of exact location for delivery shall be provided by Rajasthan High Court, Jodhpur to the successful bidder prior to signing the agreement.
- (5.) All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Site, the cartons will be opened only in the presence of concerned authorized officer and Vendor's representative and the intact position of the Seal for not being tampered which shall be the basis for receipt in good condition.
- (6.) Vendor must apply to the respective authority for issue of road permit /waybill in time.
- (7.) Delays on account of getting relevant permits shall not make Vendors' eligible for waiver of penalties.
- (8.) Delivery Challans needs to be signed and stamped on completion of delivery of items. In case any discrepancy with regard to sign, stamp or date etc on above Delivery Challans, a mail from concerned Nodal Officer may be treated as Delivery Challan.
- (9.) The Vendor should deliver, install & maintain all the items at specified site without any additional charge.
- (10.) Though the Rajasthan High Court will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the Vendor to deliver the goods in time. During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the Vendor at its own cost and risk within 15 days from the date on which the Vendor has been informed of such damage.
- (11.) Consolidated Installation Report, based on the successful installations of the individual items, shall be duly verified by the System officer/System Assistant of the district and counter signed by the Nodal Officer of District Court Computer Committee in District Court Complexes.
- (12.) In case when the supply and installation work is carried out at Taluka Court Complexes then such Consolidated Installation Report shall be duly verified by the system officer of the district and counter signed by the senior most judicial officer of the Taluka Court Complexes and Nodal Officer of District Court Computer Committee.
- (13.) *Prices quoted by the Supplier/ Selected bidder(s) for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected bidder(s) in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.*
- (14.) *The Goods supplied under the Contract shall be fully insured against any loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.*
- (15.) *The goods will be delivered at the FOR destination in perfect condition and All remittance charges will be borne by the supplier/ selected bidder(s)*



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**d) 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”)

**e) ITEM WISE COMPLIANCE SHEET FORMAT (for components offered)**

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

**f) WARRANTY**

S. No.	Description	Compliance
1	The complete systems should be under free onsite comprehensive warranty support service from the date of installation.	
	<b>The Vendor/Supplier should fulfill the following conditions during warranty period:</b>	
	Vendor/Supplier will maintain enough spares (not less than 15%) so as to provide satisfactory onsite comprehensive maintenance services during the warranty period.	
	Vendor/Supplier would provide the helpdesk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he should be able to track the action taken on his complaint through a support portal.	
2	Any failure in the equipments supplied / any accessories thereof should be rectified within maximum period of two working days	
	During warranty period, any failure in the Hardware Items, Components should be rectified within maximum period of 2 working. Provided penalty will be charged or recovered as per the “Draft Agreement”.	
	On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of five years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit while releasing the Security Deposit. After expiry of warranty, the Rajasthan High Court has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.	



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## a) List of Location (Court/High Court)

### (1) Location LIST for Item No. 1 & 2

Item No.	Location	Items Name	No. items
1	Rajasthan High Court Jodhpur/ Jaipur Bench	Server	1
2	Rajasthan High Court Jodhpur/ Jaipur Bench	Firewall	1

### (2) Location LIST for Item No. 12 to 20

S.No	District	Name of Court	Assistive Listing System
1	Ajmer	SJM (N.I.Act Cases) No.1, Ajmer	1
2	Ajmer	SJM (N.I.Act Cases) No.4, Ajmer	1
3	Alwar	SJM (N.I.Act Cases) No.2, Alwar	1
4	Alwar	SJM (N.I.Act Cases) NO. 1, Alwar	1
5	Bhilwara	SJM (N.I.Act Cases) No. 3, Bhilwara	1
6	Bhilwara	SJM (N.I. Act Cases) No.4, Bhilwara	1
7	Bhilwara	SJM (N.I. Act Cases) No.5, Bhilwara	1
8	Bikaner	SJM (N.I. Act Cases) No.1, Bikaner	1
9	Bikaner	SJM (N.I. Act Cases) No.2, Bikaner	1
10	Beawar	SJM (N.I. Act Cases), Beawar	1
11	Chittorgarh	SJM (N.I. Act Cases), Chittorgarh	1
12	Dausa	SJM (NI Act Cases), Dausa	1
13	Sri Ganaganagar	SJM (NI Act Cases) No.2, Sri Ganaganagar	1
14	Hanumangarh	SJM (N.I. Act Cases), Hanumangarh	1
15	Jaipur Metro I	SJM (N.I. Act Cases) No.9, Jaipur Metro I	1
16	Jaipur Metro I	SJM (N.I. Act Cases) No.3, Jaipur Metro I	1
17	Jaipur Metro I	SJM (N.I. Act Cases) No.4, Jaipur Metro I	1
18	Jaipur Metro I	SJM (N.I. Act Cases) No.13, Jaipur Metro I	1
19	Jaipur Metro II	SJM (N.I. Act Cases) No.1, Jaipur Metro II	1
20	Jaipur Metro II	SJM (N.I. Act Cases) No.2, Jaipur Metro II	1
21	Jaipur Metro II	SJM (N.I. Act Cases) No.3, Jaipur Metro II	1
22	Jaipur Metro II	SJM (N.I. Act Cases) No.5, Jaipur Metro II	1
23	Jodhpur Metro	SJM (N.I. Act Cases) No.9, Jodhpur Metro	1
24	Jodhpur Metro	SJM (N.I. Act Cases) No.7, Jodhpur Metro	1
25	Jodhpur Metro	SJM (N.I. Act Cases) No.8, Jodhpur Metro	1
26	Jodhpur Metro	SJM (N.I. Act Cases) No.11, Jodhpur Metro	1
27	Jodhpur Metro	SJM (N.I. Act Cases) No.5, Jodhpur Metro	1
28	Kota	SJM (N.I. Act Cases) No.1, Kota	1
29	Kota	SJM (N.I. Act Cases) No.3, Kota	1
30	Kota	SJM (N.I. Act Cases) No.4, Kota	1
31	Pali	SJM (N.I. Act Cases) No.1, Pali	1
32	Sikar	SJM (N.I. Act Cases), Sikar	1
33	Udaipur	SJM (N.I. Act Cases) No.3, Udaipur	1
34	Udaipur	SJM (N.I. Act Cases) No.1, Udaipur	1
35	Udaipur	SJM (N.I. Act Cases) No.6, Udaipur	1
36	Udaipur	SJM (N.I. Act Cases) No.8, Udaipur	1
			36



## 5. Conditions of Contract and Special Conditions of Contract

### 5.1 Introduction

#	Clause	Sub-Clauses
5.1.1.	Definitions	<p><b>5.1.1.1</b> The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>i. “<b>RTPP Act</b>” means the Rajasthan Transparency in Public Procurement Act., 2012.</li> <li>ii. “<b>RTPP Rules</b>” means the Rajasthan Transparency in Public Procurement Rules, 2013.</li> <li>iii. “<b>Completion</b>” means the fulfillment of the Goods Supply by the Supplier in accordance with the terms and conditions set forth in the Contract.</li> <li>iv. “<b>Contract</b>” 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.</li> <li>v. “<b>Contract Documents</b>” means the documents listed in the Agreement, including any amendments thereto.</li> <li>vi. “<b>Contract Price</b>” 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.</li> <li>vii. “<b>Day</b>” means calendar day.</li> <li>viii. “<b>Delivery</b>” 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.</li> <li>ix. “<b>CC</b>” mean the Conditions of Contract</li> <li>x. “<b>Goods</b>” 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;</li> <li>xi. “<b>Procuring Entity</b>” means an entity referred to in Section 3(2) of RTPP Act.</li> <li>xii. “<b>Supplier</b>” 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.</li> <li>xiii. “<b>The Site</b>” 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.</li> </ul>



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#	Clause		Sub-Clauses
5.1.2.	<b>Interpretations</b>	5.1.2.1	<p>In the Contract, except where the context requires otherwise.</p> <ul style="list-style-type: none"> <li>i. words indicating one gender include all genders.</li> <li>ii. words indicating the singular also include the plural and words indicating the plural also include the singular.</li> <li>iii. provisions including the word “<b>agree</b>”, “<b>agreed</b>” or “<b>agreement</b>” require the agreement to be recorded in writing.</li> <li>iv. “<b>written</b>” or “<b>in writing</b>” means hand-written, type-written, printed, or electronically made, and resulting in a permanent record.</li> <li>v. the word “<b>tender</b>” is synonymous with “<b>bid</b>” and “<b>tenderer</b>” with “<b>bidder</b>” and the words “<b>Bid Document</b>” with “<b>bidding document</b>”.</li> </ul> <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.	<b>General Terms</b>	5.2.1.1.	<p><b>Entire Agreement</b></p> <p>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</p>
		5.2.1.2.	<p><b>Amendment</b></p> <p>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.</p>
		5.2.1.3.	<p>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.</p>
5.2.2.	<b>Code of Integrity</b>	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 <b>Section 11 (Code of Integrity) of RTPP Act and Rule 80(2) (Code of Integrity) of RTPP Rules</b> 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"> <li>1. “<b>corrupt practice</b>” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.</li> <li>2. “<b>fraudulent practice</b>” 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.</li> <li>3. “<b>coercive practice</b>” 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.</li> <li>4. “<b>collusive practice</b>” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party</li> </ol>



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#	Clause		Sub-Clauses
		5.2.2.2.	The Procuring Entity shall take legal action against the Supplier under <b>Section 11 (3), Section 46 and chapter IV of RTPP Act</b> , 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.
<b>5.2.3.</b>	<b>Language</b>	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.
<b>5.2.4.</b>	<b>Notices</b>	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.
<b>5.2.5.</b>	<b>Governing Law</b>	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.
<b>5.2.6.</b>	<b>Specifications and Standards</b>	5.2.6.1.	<p>Technical Specifications and Drawings</p> <ul style="list-style-type: none"> <li>i. The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.</li> <li>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.</li> </ul>



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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 <b>Schedule of supply for bidders</b> . 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 <b>CC Clause 5.3.4 [Extension of Time]</b>
	<b>(GF&amp;AR Rule 68)</b>	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.
<b>5.2.7.</b>	<b>Copyright</b>	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.
<b>5.2.8.</b>	<b>Confidential Information</b>	5.2.8.1.	<p>In addition to the requirements of the provisions of <b>Section 49 of RTPP Act and Rule 77 of RTPP Rules</b> 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.</p> <p>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.</p>
		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 <b>CC Clause 5.2.8 [Confidential Information]</b> shall survive completion or termination, for whatever reason, of the Contract.
<b>5.2.9.</b>	<b>Packing and Documents</b>	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
	<b>(GF&amp;AR Rule 25)</b>	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</u> <u>15 days</u> , otherwise it shall be dealt as default in supply. No extra cost on such account shall be admissible.
<b>5.2.10.</b>	<b>Insurance</b>	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.
<b>5.2.11.</b>	<b>Transportation</b>	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 <b>Schedule of Supply for Bidders</b> .
	<b>GF&amp;AR Rule 68 Form 16 (6)</b>	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.
<b>5.2.12.</b>	<b>Installation, Erection, Training and Commissioning</b>	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.
<b>5.2.13.</b>	<b>Samples, Inspections and Tests (GF&amp;AR Rule 5)</b>	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 <b>Schedule of Supply for Bidders</b> .
		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 <b>CC Clause 5.4 [Contract Price and Payments]</b> .
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.
<b>5.2.16.</b>	<b>Assignment</b>	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 <b>Schedule of Supply for bidders</b>
		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 <b>Rules 73 (1) and (3) of RTPP Rules</b> . 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.	<p>Subject to <b>CC Sub-Clause 5.3.4 [Extension of Time]</b>, the delivery of the Goods and completion of the contract shall be in accordance with the delivery and completion schedule specified in the <b>Schedule of supply for bidders</b>. The details of documents to be submitted along with supplies are as follows:</p> <ul style="list-style-type: none"> <li>i. One original and two copies of the bidder's commercial invoice in name of Procuring Entity, indicating but not limited to the <b>Contract number, Goods description, quantity, unit price, and total amount being claimed</b>. Invoices must be signed in original and stamped or sealed with the company stamp/seal.</li> <li>ii. Two copies of the packing list identifying contents of each package.</li> <li>iii. One original of the manufacturer's Warranty Certificate covering all items supplied</li> <li>iv. Original and two copies of Internal Test Analysis Report of the Manufacturer for the items offered <ul style="list-style-type: none"> <li>i. Original of bidder's Certificate of Origin covering all items supplied.</li> <li>ii. Verification certificate signed by authorized officers for verification of installation and / or delivery of the item.</li> </ul> </li> </ul>
5.3.4.	Extensions of Time	5.3.4.1.	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol>



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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"> <li>a) Delay up to one fourth period of the prescribed delivery period – LD (2.5%)</li> <li>b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period – LD (5%)</li> <li>c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – LD (7.5%)</li> <li>d) Delay exceeding three fourth of the prescribed delivery period – LD (10%)</li> </ul> <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
<b>5.4.1.</b>	<b>Contract Price</b>	<p>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.</p>
		<p>5.4.1.2. <b>Price Fall Clause for Rate Contract(s) as per Rule 29 2 (h) of RTPP Rule 2013 –</b></p> <p>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.</p>



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#	Clause		Sub-Clause
<b>5.4.2.</b>	<b>Terms of Payment</b>	5.4.2.1.	<p>The terms of payment of Contract Price shall be six months after receipt and acceptance of the material by the procuring entity</p> <p><b>The terms of payment- 70% payment shall be released on delivery of equipments and remains 30% will be released after submission of District wise Installation reports/ verification certificate.</b></p>
		5.4.2.2.	<p>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 <b>CC Clause 5.3.4 [Extension of Time]</b> and upon fulfillment of all the obligations stipulated in the Contract</p>
		5.4.2.3.	<p>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.</p>
		5.4.2.4.	<p>The currency in which payments shall be made to the Supplier under this Contract shall be <b>Indian Rupees only</b>.</p>
		5.4.2.5.	<p>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.</p>
<b>5.4.3.</b>	<b>Taxes and Duties</b>	5.4.3.1.	<p>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.</p>
<b>5.4.4.</b>	<b>Performance Security</b>	5.4.4.1.	<p>The Supplier shall, within fifteen (15) days or a period specified in the document, of the Notification of Award, sign the <b>Agreement form</b> and provide a <b>Performance Security</b> or, where applicable, a <b>Performance Security Declaration</b> for the due performance of the Contract for the amount specified i.e. 5% of the contract value</p> <p>The Performance Security shall be denominated in the <b>Indian Rupees only</b>.</p>
		5.4.4.2.	<p>The Performance Security as per <b>Rule 75 of RTPP Rules</b> shall be deposited in one of the following forms:</p> <ol style="list-style-type: none"> <li>Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</li> <li><b>National Savings Certificates</b> 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</li> <li><b>Bank guarantee</b> 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</li> </ol>



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#	Clause		Sub-Clause
			<p>iv. <b>Fixed Deposit Receipt (FDR)</b> 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 <b>Rule 75 (4) of RTPP Rules</b>, 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>
		5.4.4.3.	<p>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> <ul style="list-style-type: none"><li>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</li><li>ii. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders specified in the <b>RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the supplier would be liable for forfeiture of the Performance Security.</b></li><li>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&amp;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.</li></ul> <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>
		5.4.4.4.	<p>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															
<b>5.4.5.</b>	<b>Liquidated Damages</b>	5.4.5.1.	<p>Except as provided under <b>CC Clause 5.2.14 [Force Majeure]</b> and <b>5.3.4 [Extension of Time]</b> 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 <b>Rule 58 of GF&amp;AR (Part II)</b>:</p> <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 %	d.	Delay exceeding three fourth of the prescribed delivery period.	10.0 %
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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 %																
d.	Delay exceeding three fourth of the prescribed delivery period.	10.0 %																
			<p><b>Note:</b> 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.</p>															
		5.4.5.2.	<p>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.</p>															
<b>5.4.6.</b>	<b>Warranty/ Guarantee/ Maintenance</b>	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 <b>CC Sub-Clause 5.2.6 [Specification and standards]</b> , 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,															



# RAJASTHAN HIGH COURT, JODHPUR

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#	Clause		Sub-Clause
		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 <i>CC Sub-Clause 5.4.6.3 [warranty/guarantee]</i> 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 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
<b>5.4.7.</b>	<b>Patent Indemnity</b>	5.4.7.1.	<p>The Supplier shall, subject to the Procuring Entity's compliance with <b>CC Sub-Clause 5.4.7.2 [Patent Indemnity]</b> 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> <ul style="list-style-type: none"> <li>i. the installation of the Goods by the Supplier or the use of the Goods where the Site is located; and</li> <li>ii. The sale in any country of the products produced by the Goods.</li> </ul> <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.	If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in <b>CC Sub-Clause 5.4.7.1 [Patent Indemnity]</b> , 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.
		5.4.7.3.	If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice referred to in <b>CC Sub-Clause 5.4.7.2</b> 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.
<b>5.4.8.</b>	<b>Limitation of Liability</b>	5.4.8.1.	<p>Except in cases of gross negligence or willful misconduct:</p> <ul style="list-style-type: none"> <li>i. 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.</li> </ul>



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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> <ul style="list-style-type: none"> <li>i. 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 <b>CC Clause 5.3.4 [Extension of Time]</b> or</li> <li>ii. 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.</li> <li>iii. 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 <b>CC Clause 5.2.2.1[Code of Integrity]</b>, in competing for or in executing the Contract.</li> <li>iv. 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&amp;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.</li> </ul>
		5.5.1.2.	<p>In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to <b>CC Clause 5.5.1.1 [Termination for default by non-supply]</b> 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.</p>
5.5.2.	Termination for Insolvency	5.5.2.1.	<p>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</p>

### 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 <sup>4</sup>	Page No.	Remarks, if any
<b>Checklist for Techno-commercial Bid (Documents Establishing the conformity of the Supply of Goods)</b>					
<b>A. Documentation required for Preliminary Examination of Bids as per Rule 56 of RTPP Rules (as listed in Section 3.2.1)</b>					
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.	<b>Proof of Payment of cost of Bid document and Processing fees or user charges</b>				
(a)	Cost of Bidding document and Processing fees or user charges submitted	-			
4.	<b>Bid Security or Bid Securing Declaration</b>				
a.	Bid Security for required amount submitted	-			
	i. Bank Guarantee as per format in Bidding document; or	TECH-3			



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#	Activity	Form Number	Whether submitted Yes / No <sup>4</sup>	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) <b>[Bank guarantee]</b> )	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 ( <b>Qualification of Bidder</b> ), Section 11 ( <b>Code of Integrity</b> ) 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.	<b>Proof of registration of bidder, by submission of any of the following-</b> 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 <sup>4</sup>	Page No.	Remarks, if any
(f)	Copy of <b>valid PAN card</b>				
(g)	Copy of <b>GST certificate</b> 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, Entrepreneurs Memorandum-II/Udyam registration, Any other registration etc.) certification [Applicable / Not Applicable]	-			
(l)	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.)				
<b>C. Additional Techno-commercial evaluation, if required (as listed in Section Additional Techno-commercial Evaluation)</b>					
(a)	Document for determining size of Operation (Average Annual Turnover)	TECH - 7			
(b)	Document for determining Contractual Experience	TECH - 6			
<b>7. Any other documents specified in Bidding Forms (if any)</b>					
(a)	RTGS Detail	TECH - 10			
(b)	Financial Bid Undertaking	TECH - 13			
(c)	Declarations by the bidder ( on Rs. 100/- non Judicial Stamp)	TECH - 5			
<b>Checklist for Financial Bid</b>					
<b>Financial Bid Schedules</b>					
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
<b>Form TECH -1 Letter of Bid</b>	Techno-commercial Form	Letter of Bid
<b>Form TECH -2 Authorization for Signing of Bid</b>	Techno-commercial Form	Authorisation for signing of Bid
<b>Form TECH -3 Bank Guarantee</b>	Techno-commercial Form	Bank guarantee
<b>Form TECH -4 Bid Securing Declaration</b>	Techno-commercial Form	Bid Securing Declaration
<b>Form TECH-5 Declaration by Bidder</b>	Techno-commercial Form	Declaration by the bidder under section 7, 11 and 46 of the Act
<b>Form TECH -6 Contractual Experience</b>	Techno-commercial Form	Contractual Experience
<b>Form TECH-7 Size of Operation</b>	Techno-commercial Form	Size of Operation (Avg. Annual Turnover)
<b>Form TECH -8 Technical Specification compliance / Deviation</b>	Technical Form	Technical specification Compliance/ Deviation
<b>Form Tech-9 Country of Origin Declaration Form and Certificate</b>	Techno-commercial Form	Land Border Country Registration Requirement
<b>Form Tech- 10:RTGS DETAILS OF FIRM</b>	Techno-commercial Form	(ON FIRM LETTER HEAD)
<b>Form Tech- 11: MANUFACTURER'S AUTHORIZATION FORM (MAF)</b>	Techno-commercial Form	{to be filled by OEM's authorized partner}
<b>Form Tech- 12: UNDERTAKING ON AUTHENTICITY OF ALL ITEMS and ALLIED EQUIPMENTS</b>	Techno-commercial Form	{to be filled by the bidder (On Letter Head)}
<b>Form Tech- 13: FINANCIAL BID UNDERTAKING technical bid</b>	Techno-commercial Form	{on bidders letterhead}
<b>Form FIN -1 Price Schedule of Supply</b>	<b>Financial Form</b>	<b>Price Schedule for Supply to be filled in BOQ Excel Sheet</b>



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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]**



## 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]



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

Yours faithfully,

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

#### Bank Confirmation

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

Bank's Stamp      Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_



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## 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/2025-26/40**

Dated 19.01.2026

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/2025-26/40**      Dated 19.01.2026

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.



## 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/2025-26/ 40** Dated 19.01.2026

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](#)

<b>Tender Inviting Authority: Registrar General, Rajasthan High Court, Jodhpur</b>							
Name of Work: Bids for the Supply, Installation & Maintenance of 01 number of Server, 01 number of Racks, 01 number of Firewall and 36 number of Assistive listening system at Subordinate Courts of Rajasthan, High Court, Jodhpur and Jaipur Bench, Jaipur under E-Court Project Phase-III							
Contract No: HC/SK/PROCUREMENT/2025-26/40 DATED 19.01.2026							
Name of the Bidder/ Bidding Firm / Company :							
<b>PRICE SCHEDEULE</b>							
(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 )							
NU MBE R #	TEXT #	NUMB ER #	TEX T #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quanti ty	Units	Estimated Rate in Rs. P	RATE In <b>Figures</b> To be entered by the Bidder Rs. P (incl all taxes)	<b>TOTAL AMOUNT</b> With all Taxes in Rs. P	<b>TOTAL AMOUNT</b> In Words
1	2	4	5	6	13	53	55
1	<b>Supply of Computer &amp; Other Hardware Items</b>						
1.01	Server	01	Nos	2000000		0.00	INR Zero Only
1.02	Firewall	01	Nos	2500000		0.00	INR Zero Only
1.03	Assistive listening system	36	Nos	540000		0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>	
<i>Not to be filled instead submit rates in Excel Sheet (BOQ) enclosed alongwith Bid Document on E-Procurement Portal</i>							

### 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]



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

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

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ (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 Process

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 be issued 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](http://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

<sup>5</sup>The 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.

### **(3) Form and procedure of filing an appeal**



## RAJASTHAN HIGH COURT, JODHPUR

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

- 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 No .....of .....

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