


राजस्थान उच्च न्यायालय, जोधपुर
निविदा सूचना

क्रमांक: एचसी/एसके/2021-22/555

दिनांक : 04.01.2022

राजस्थान उच्च न्यायालय, जोधपुर व पीठ कार्यालय, जयपुर में कार्यरत Usher ,
Chauffeur एवं अन्य चतुर्थ श्रेणी कर्मचारियों के उपयोगार्थ कुल 570 Mtr. (440 Mtr.
Maroon Colour and 130 Mtr. Navy Blue Colour) OCM BLAZER CLOTH QUALITY NO.
CL-0005075 वस्तु की उत्पादक/अधिकृत विक्रेता/डीलर/स्टॉकिस्ट/अधिकृत शोरूम
से क्रय करने हेतु दरों के सम्बन्ध में मोहरबन्द निविदा दिनांक 14.01.2022 दोपहर 02.00
बजे तक आमंत्रित की जाती है। निविदा का विस्तृत विवरण एवं शर्तें कार्यालय की
वेबसाइट <http://www.hcraj.nic.in> एवं राजस्थान सरकार की
वेबसाइट <http://sppp.rajasthan.gov.in> पर देखी जा सकेगी। निविदा की अन्य
शर्तें/विवरण निविदा प्रपत्र में उपलब्ध हैं। (अनुमानित मूल्य रूपये 4,17,160/-)

आज्ञा से


रजिस्ट्रार (प्रशासन),

कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

निविदा एवं अनुबन्ध की शर्तें

पृष्ठ संख्या - 1

1. निविदा प्रपत्र दिनांक 06.01.2022 से दिनांक 14.01.2022 दोपहर 01.00 बजे तक निर्धारित शुल्क देकर मुख्य रोकडपाल से प्राप्त किये जा सकते हैं। उक्त मोहरबंद निविदाएँ पूर्ण रूप से भरी जाकर दिनांक 14.01.2022 को दोपहर 02.00 बजे तक कार्यालय में पहुँच जानी चाहिए। प्राप्त निविदाएँ उसी दिन दिनांक 14.01.2022 को दोपहर 3.00 बजे उपस्थित निविदाताओं/प्रतिनिधियों के समक्ष खोली जाएगी। विलम्ब से प्राप्त निविदाएँ स्वीकार नहीं की जाएँगी।
2. निविदादाता को निविदा प्रपत्र के अनुरूप निविदा के अनुमानित मूल्य रूपये 4,17,160/- की 2 प्रतिशत राशि रूपये 8344/- नकद/डिमाण्ड ड्राफ्ट के रूप में अमानत राशि हेतु जो कि 'राजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर' के नाम से देय हो, निविदा के साथ संलग्न करना होगा।
3. निविदादाता फर्म द्वारा सप्लाई की गई सामग्री स्वीकृत नमूनानुसार एवं वांछित क्वालिटी अनुसार होनी चाहिए। सप्लाई की गई सामग्री निर्धारित मानक/निर्देशों के अनुसार नहीं होने की स्थिति में बिना किसी अतिरिक्त शुल्क के त्रुटि सुधारकर/बदलकर देनी होगी अथवा उसका लागत मूल्य कार्यालय में जमा करवाना होगा।
4. सम्बन्धित फर्म को सप्लाई आदेश का कार्य कार्यालय आदेश प्राप्ति के तीस दिवस के भीतर सम्पूर्ण करना होगा। निविदा में वर्णित दरों के सम्बन्ध में बाजार में किसी भी प्रकार की मूल्य वृद्धि होती है तो इसकी जिम्मेवारी सम्बन्धित फर्म की होगी।
5. उक्त कार्य सम्पादन में यदि किसी भी प्रकार की हानि होती है तो इसके लिये कार्यालय किसी भी प्रकार की क्षति पूर्ति नहीं करेगा, न ही कार्यालय की कोई जिम्मेदारी होगी। कार्य कार्यादेश में वर्णित समय अवधि (कार्यालय द्वारा निर्धारित समय) के भीतर ही करना होगा। विलम्ब से किये गये कार्य पर नियमानुसार शास्ति लगाई जायेगी।
6. सफल निविदादाता को यह सुनिश्चित करना होगा कि उसके द्वारा सप्लाई की गई सामग्री/माल/वस्तु कार्यालय द्वारा स्वीकृत किये नमूने अनुसार ही हो।
7. निविदादाता फर्म उपरोक्त वर्णित कपडे की उत्पादक/अधिकृत विक्रेता/डीलर/स्टॉकिस्ट/अधिकृत शोरूम होनी चाहिए। साथ ही उक्त से सम्बन्धित प्रमाण-पत्र निविदा के संलग्न किया जाना अनिवार्य होगा।
8. निविदा एवं प्रस्तुत दरें सभी करों सहित शब्दों एवं अंकों में स्पष्ट रूप से अंकित करनी होगी। कॉट-छॉट होने पर अपने लघु हस्ताक्षर करके दरें पृथक से स्पष्ट रूप से लिखनी होंगी। निविदा में प्रस्तुत दरों में सामान को निर्दिष्ट स्थान/भण्डारगृह पर पहुँचाने का व्यय (Handling Charges) भी सम्मिलित होगा।
9. सफल निविदादाता को सप्लाई आदेश प्राप्ति के पश्चात 7 दिवस के भीतर Rajasthan Transparency in Public Procurement Rules, 2013 के नियम 75 के प्रावधानों के अनुसार 5 प्रतिशत राशि प्रतिभूति के रूप में जमा करानी होगी, जिसको पूर्व में जमा 2 प्रतिशत अमानत राशि का समायोजन किया जा सकेगा।

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर

क्रमशः पृष्ठ संख्या - 02

कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

निविदा एवं अनुबन्ध की शर्तें

पृष्ठ संख्या - 2

10. किसी भी निविदा को पूर्ण रूप से या आंशिक रूप से स्वीकार/अस्वीकार करने का पूर्ण अधिकार कार्यालय को होगा। कार्यालय न्यूनतम निविदा को स्वीकार करने के लिये बाध्य नहीं होगा।
11. निविदा खोले जाने एवं स्वीकार किये जाने की तिथियों में परिवर्तन का अधिकार भी कार्यालय को ही होगा
12. उक्त निविदा में सफल निविदादाता अपने कार्य को स्वयं के स्तर पर ही सम्पादित करेगा। स्वीकृत कार्य को किसी अन्य एजेन्सी या फर्म के माध्यम से नहीं करवायेगा अर्थात् सबलेट नहीं करेगा।
13. सम्बन्धित फर्म को उक्त सप्लाई कार्य से सम्बन्धित कम से कम तीन वर्ष का अनुभव होना आवश्यक है। इस हेतु आवश्यक दस्तावेज जैसे कार्यादेश, सफल निष्पादन प्रमाण-पत्र आदि आवश्यक रूप से निविदा के संलग्न करना होगा।
14. सर्शत निविदा स्वीकार्य नहीं होगी।
15. अमानत राशि के बिना निविदा पर विचार नहीं किया जायेगा।
16. GST की दर में परिवर्तन का प्रभाव उसी अनुरूप कार्यादेश पर होगा।
17. उक्त सप्लाई कार्य से सम्बन्धित अन्य शर्तें सम्बन्धित निविदा प्रपत्र में संलग्न हैं, के अनुसार कार्य सम्पन्न करना होगा। साथ ही उपरोक्त शर्तों के अतिरिक्त राजस्थान सरकार के **General Financial and Accounts Rules** के नियम एवं **Transparency in Public Procurement Rules, 2013** के प्रावधान लागू होंगे।

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर



क्रमशः पृष्ठ संख्या - 03

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

Any person participating in a procurement process shall -

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

Conflict of Interest :-

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

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

- (a) has controlling partners/shareholders in common; or
- (b) receives or have received any direct or indirect subsidy from any of them; or
- (c) has the same legal representative for purposes of the Bid; or
- (d) has 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) 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 participating as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates that have been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

दिनांक:

स्थान :



हस्ताक्षर निविदादाता
मय पता सील मोहर

क्रमशः पृष्ठ संख्या – 04

Annexure-B
Declaration by The Bidder regarding Qualification

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

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership, bankrupt or being wound up, nor have my/our affairs been administered by a Court or a Judicial Officer. My/Our business activities have not been suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. I/We, and our directors and officers have not been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, nor have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition.

Date:
Place :

Signature of Bidder
Name:
Designation:
Address:

दिनांक:
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर



क्रमशः पृष्ठ संख्या - 05

Annexure-C

Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority : Appellate Authority, Rajasthan High Court, Jodhpur

(1) Filing an Appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act, Rules and/or Guidelines issued there under, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful in the bidding process the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose within thirty days from the date of the appeal.

(3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be may file a second appeal.

(4) No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee should also be annexed.
- (c) Every appeal may be presented to the Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for Filing an Appeal

- (a) Fee for filing an appeal shall be rupees two thousand five hundred, 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.

(7) Procedure for disposal of Appeal

- (a) The Appellate Authority as the case may be, upon filing of an appeal, shall issue a notice accompanied by a copy of the appeal, affidavit and documents, if any, to the respondents and fix a date of hearing.
- (b) On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to the 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 a copy of order to the parties to appeal, free of cost.

The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

दिनांक:

स्थान :



हस्ताक्षर निविदादाता

मय पता सील मोहर

क्रमशः पृष्ठ संख्या – 06

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

Appeal No of

Before.....(Appellate Authority)

1 Particulars of appellant:

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

(ii) Official address :

(iii) Residential address :

2. Name and address of the respondent(s)

(i)

(ii)

(iii)

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

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

दिनांक:

स्थान :



हस्ताक्षर निविदादाता
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Additional Conditions of Contract

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

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

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

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

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

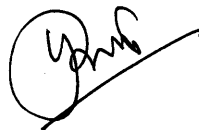
- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage of the quantity specified in the Bidding Document, as per applicable law. It shall be without any change in the unit prices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

3. **Dividing quantities among more than one bidder at the time of award.-**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

दिनांक:

स्थान :



हस्ताक्षर निविदादाता
मय पता सील मोहर

घोषणा पत्र

(फर्म द्वारा स्वयं के लेटर हेड पर घोषणा पत्र)

मेरे/हमारे द्वारा घोषणा की जाती है कि कार्यालय निविदा क्रमांक एचसी/एसके/2021-22/555 दिनांक 04.01.2022 का निविदा प्रपत्र तथा इसके सलग्न समस्त प्रपत्रों, जानकारी एवं शर्तों को मैंने/हमने अच्छी तरह अध्ययन कर लिया है। मुझे/हमें यह भी स्वीकार है कि निविदा के सम्बन्ध में श्रीमान रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर का निर्णय हमारे लिये अन्तिम एवं मान्य होगा।

यह भी प्रमाणित किया जाता है कि मेरी/हमारी फर्म द्वारा निविदा में चाहा गया व्यवसाय किया जाता है तथा निविदा में वर्णित सामग्री का हमारे पास पर्याप्त मात्रा में स्टॉक उपलब्ध है। उक्त कार्य से सम्बन्धित हमारे यहाँ अनुभवी एवं तकनीकी कर्मचारी भी उपलब्ध है। राज्य सरकार/बोर्ड/विश्वविद्यालय/स्वायत्तशासी संस्थान/निगम/बैंक आदि के द्वारा मेरी/हमारी फर्म को ब्लैक लिस्ट नहीं किया हुआ है। प्रतीकस्वरूप निविदा प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर मय सील कर दिये हैं।

यदि यह घोषणा असत्य पायी जाए तो किसी भी अन्य कार्यवाही जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना मेरी/हमारी प्रतिभूति (Security Deposit) को पूर्ण रूप से समपहृत किया जा सकेगा तथा निविदा को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

दिनांक:
स्थान :



हस्ताक्षर निविदादाता
मय पता सील मोहर