

राजस्थान उच्च न्यायालय, जोधपुर


निविदा सूचना

क्रमांक: एचसी/एसके/2021-22/574

दिनांक : 10.01.2022

राजस्थान उच्च न्यायालय, जोधपुर के सी-42 स्थित गेस्ट हाउस के उपयोगार्थ एक नग 62.5 KV Silent Genset (with complete installation, testing & maintenance) की खरीद करने हेतु दरों के सम्बन्ध में बाजार की विभिन्न फर्मों से मोहरबन्द निविदाएं दिनांक 19.01.2022 प्रातः 11.30 बजे तक आमंत्रित की जाती हैं। निविदा का विस्तृत विवरण एवं शर्तें <http://www.hcraj.nic.in> एवं <http://sppp.rajasthan.gov.in> की वेबसाइट पर देखी जा सकेगी। (निविदा का अनुमानित मूल्य रुपये 7,58,000/-)

आज्ञा से,


रजिस्ट्रार (प्रशासन)

UBN is: RHC2122GSOB00034

कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

Phone No. 0291-2888500-04, 2888385 (Store) Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

निविदा प्रपत्र क्रमांक :

निविदा शुल्क रुपये 200 /—

(62.5 KVA Silent Genset क्रय हेतु निविदा प्रपत्र)

- निविदा प्रस्तुत करने वाली :
फर्म का नाम, पता व
दुरभाष नम्बर
- निविदा सूचना क्रमांक : क्रमांक: एचसी/एसके/2020-21/574 दिनांक : 10.01.2022
- निविदा में वर्णित अनुसार हमारी फर्म द्वारा निम्नानुसार सामग्री बाबत दरें प्रस्तुत की जा रही है:—

S.N o.	Specification	Approx. Amount (incl. all taxes)	Make & Model No.	@ Rs. Quoted Price (incl. all taxes) Per piece
1	Supply, installation, testing and commissioning of 62.5 KV Silent Genset with AMF panel, acoustic enclosure, foundations and all other accessories as per technical specifications, given elsewhere in the NIT.	7,58,000/-		

Quantity mentioned at Item No. 1 to 15 in Annexure-1 "Technical Specification & Compliance Sheet" will be included in above quoted price and extra quantity will be charged separately as under, if used (more than mentioned in Annexure-1):

S.N o.	Name of Item	Unit (mtr./pc etc.)	Make & Model No.	@ Rs. Quoted Price (incl. all taxes) Per piece
2	Item No. 3 of Technical Specification (GI Pipe)			
3	Item No. 4.1 of Technical Specification (Earth Strip)			
4	Item No. 4.2 of Technical Specification (Earth Strip)			
5	Item No. 5 of Technical Specification (Earth Strip)			
6	Item No. 6 of Technical Specification (Earth Strip)			
7	Item No. 7 of Technical Specification (Earth Strip)			
9	Minimum one year onsite comprehensive warranty on all allied equipment and parts (including wire & etc.) Write the Warranty/ DLP in Year			

Note: 1. Above rates shall include GST, all applicable taxes, fees, duties, levies, transportation charges, insurance charges, installation charges, material charges, labour charges and all other charges required for the successful completion of work.

Price Bid shall not contain any condition whatsoever and any conditional bids shall be rejected.

- हमारी फर्म आपके कार्यालय द्वारा दिये गये सप्लाई आदेश में वर्णित अनुसार माल सप्लाई किये जाने हेतु बाध्य रहेगी।

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर
निविदा प्रपत्र लगातार02

कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

Phone No. 0291-2888500-04, 2888385 (Store) Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

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5. हमारी फर्म आपके कार्यालय द्वारा स्वीकृत नमूनानुसार, वांछित क्वालिटी एवं मापदण्ड की सामग्री की ही सप्लाई किये जाने हेतु बाध्य रहेगी।
6. हमारी फर्म द्वारा दी गई उपर्युक्त दर में Supply, Installation with all necessary electric & other component, Foudation, shadess, sidel wall व सिविल कार्य से सम्बन्धित अन्य सभी खर्च सम्मिलित है।
7. हमारी फर्म द्वारा निविदा के मूल्य की 2 प्रशित अमानत राशि अमानत राशि रुपये_____ जरिये DD No./ P.R.No _____ तारीख _____ द्वारा जमा कराई गई, मूल प्रति संलग्न है।
8. हमारी फर्म उपरोक्त सामग्री सप्लाई करने के लिये अधिकृत है व बिक्री विभाग में पंजीकृत है। हमारी फर्म के GSTIN No. _____ एवं PAN No. _____ है।
9. हमारी फर्म द्वारा निविदा प्रपत्र के संलग्न सभी प्रपत्रों एवं अन्य वांछित दस्तावेज हस्ताक्षर मय सील निविदा प्रपत्र के संलग्न प्रस्तुत कर दिये गये हैं।
10. हमारी फर्म इस निविदा में दर्शाई गई समस्त शर्तों का पालने करने के लिये सहमत है। तथा इसकी सहमति में हमने संलग्न (नियम एवं शर्त सहित) प्रत्येक पृष्ठ पर हस्ताक्षर मय मोहर, कर दिये हैं।

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर

नोट: निविदा प्रपत्र पूर्ण रूप से साफ सुथरें अक्षरो में भरकर दिनांक 19.01.2022 को प्रातः 11.30 बजे तक कार्यालय में पहुँच जाना चाहियें।



कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

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:: 62.5 KV Silent Genset (with complete installation, testing & maintenance) क्रय करने हेतु की गई निविदा एवं अनुबन्ध की शर्तें ::

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

1. रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर (राज०), फोन: 0291-2888500-04, 0291-2888385 (स्टोर अनुभाग) फैक्स: 0291-2888080, ईमेल – hc-rj@nic.in, store-rhc@hcraj.nic.in
2. निविदा प्रपत्र दिनांक 11.01.2022 से दिनांक 19.01.2022 को प्रातः 10.00 बजे तक निर्धारित शुल्क देकर मुख्य रोकडपाल से प्राप्त किया जा सकता है अथवा कार्यालय की वेबसाइट से डाउनलोड किया जा सकता है। उक्त मोहरबंद निविदाएँ पूर्ण रूप से भरी जाकर दिनांक 19.01.2022 प्रातः 11.30 बजे तक कार्यालय में पहुँच जानी चाहिए। प्राप्त निविदाएँ दिनांक 19.01.2022 को ही दोपहर 12:00 बजे उपस्थित निविदादाताओं/प्रतिनिधियों के समक्ष खोली जाएगी। विलम्ब से प्राप्त निविदाएँ स्वीकार नहीं की जाएँगी।
3. उक्त निविदा सूचना का प्रकाशन नियमानुसार समाचार पत्रों में करने के साथ विभाग की अधिकृत वेबसाइट <http://hcraj.nic.in/tender.aspx> एवं राज्य सरकार की वेबसाइट <https://sppp.rajasthan.gov.in> पर किया जायेगा।
4. निविदा प्रपत्र वेबसाइट से डाउनलोड किये जाने पर निविदा शुल्क हेतु रुपये 200/- का डिमाण्ड ड्राफ्ट रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर के पक्ष में बनवाकर निविदा प्रपत्र के संलग्न प्रस्तुत करना होगा अन्यथा निविदा निरस्त मानी जावेगी।
5. निविदादाता से अपेक्षित है कि वह निविदा प्रपत्र कार्यालय में जमा करवाने से पूर्व सम्पूर्ण निविदा का भली-भाँति अध्ययन कर ले। इस सम्बन्ध में किसी भी प्रकार के स्पष्टीकरण हेतु निविदा सूचना की अंतिम तिथि से पूर्व तक कार्यालय समय में सम्पर्क किया जा सकता है। अन्तिम तिथि के पश्चात स्पष्टीकरण स्वीकार नहीं किया जायेगा। तथापि विभाग किसी प्रकार के लिखित स्पष्टीकरण हेतु बाध्य नहीं है। निर्धारित समय के पश्चात प्राप्त निविदाओं पर विचार नहीं किया जाएगा।
6. अंतिम दिनांक और समय तक प्राप्त निविदाओं को ही मूल्यांकन के लिये योग्य माना जायेगा। मूल्यांकन की सुविधा के लिये कार्यालय अपने विवेकानुसार किसी भी बोलीदाता से लिखित में स्पष्टीकरण मांग सकता है।
7. विभाग द्वारा समय पर प्राप्त निविदाओं को, निविदा सूचना में दर्शाये गए समय एवं दिनांक को क्रय समिति तथा उपस्थित निविदादाताओं के समक्ष खोला जायेगा।
8. निविदादाता द्वारा निविदा प्रपत्र को निर्धारित प्रारूप मय अनुलग्नकों के तथा प्रत्येक पृष्ठ पर हस्ताक्षर कर व मोहर लगाकर कार्यालय में जमा करवाना होगा।
9. विभाग को किसी भी स्तर पर निविदा को, पूर्णतः (Completely) अथवा अंशतः (Partly) को, स्वीकार अथवा निरस्त करने का पूर्ण अधिकार होगा। अस्वीकृत/निरस्त निविदाओं के निविदादाताओं से कोई विचार-विमर्श नहीं किया जायेगा।
10. निविदा प्रपत्र में बतायी गयी शर्तों के अतिरिक्त निविदादाता की कोई भी अन्य शर्त स्वीकार नहीं की जायेगी।

B. सामग्री की गुणवत्ता और नमूना

1. निविदा में वर्णित वस्तुओं/सामान के नमूना, वांछित गुणवत्ता इत्यादि के सम्बन्ध में विस्तृत जानकारी कार्यालय समय में कार्यालय में उपस्थित होकर प्राप्त की जा सकती है।
2. फर्मों द्वारा फर्म के लेटर हेड पर निविदा में प्रस्तुत आइटम्स का मेक, मॉडल नम्बर लिखकर संलग्न करना होगा/साथ ही आइटम्स को फोटो/कैटलॉग आवश्यक रूप से संलग्न करना होगा अन्यथा निविदा पर विचार नहीं किया जायेगा।

C. निविदा में दी जाने वाली सामग्री से सम्बन्धित निविदादाताओं से वांछित विशेष विवरण

1. सभी निविदादाताओं को अपनी फर्म के लेटर हेड पर आवश्यक रूप से उनके द्वारा दी गई दरों के सम्बन्ध में प्रत्येक आइटम्स का ब्राण्ड एवं मॉडल आवश्यक रूप से संलग्न करना है ताकि प्राप्त दरों का तुलनात्मक अध्ययन आसानी से किया जा सकता है।
2. निविदादाता द्वारा दी गई निविदा प्रपत्र में भरी गई दर में **Supply, Installation with all necessary electric & other component, Foudation, shadess, sidel wall** व सिविल कार्य से सम्बन्धित अन्य सभी खर्च सम्मिलित है। राजस्थान उच्च न्यायालय द्वारा **Supply and Installation** के सम्बन्ध में अन्य किये जाने वाले किसी भी कार्य का अतिरिक्त भुगतान नहीं किया जायेगा।
3. यदि किसी फर्म द्वारा निविदा प्रपत्र (Tender Form) में दी गई दरें न्यूनतम (Lowest) पायी जाती है एवं उसके द्वारा दी गई दर के सम्बन्ध में सामग्री का ब्राण्ड एवं मॉडल का उल्लेख नहीं किया जाता है अथवा सामग्री का नमूना इस कार्यालय में उपलब्ध नहीं करवाया जाता है तो न्यूनतम बोली प्रस्तुत करने वाला निविदादाता कार्यालय के नमूनानुसार/निविदा में प्राप्त अनुसार उच्चतम क्वालिटी के ब्राण्ड एवं मॉडल की सामग्री को देने के लिये बाध्य होगा।

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर

लगातार.....02

D. पात्रता के मानदंड (Eligibility Criteria)

1. निविदा फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/मालिक/कम्पनी सचिव के अतिरिक्त किसी अन्य व्यक्ति के द्वारा भरी जाने की अवस्था में उस व्यक्ति का निविदा भरने हेतु फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/मालिक/कम्पनी सचिव के द्वारा अधिकृत किया जाने वाले दस्तावेज की प्रति प्रस्तुत करनी होगी जो फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/मालिक/कम्पनी सचिव के द्वारा सत्यापित होनी चाहिए।
2. **पंजीकरण:-**
 - (a) निविदादाता के पास राजस्थान दुकान एवं वाणिज्य संस्थान अधिनियम, 1958 अथवा कम्पनी अधिनियम, 1956 के तहत अथवा इसके समकक्ष अधिनियम के तहत अन्य राज्य/केन्द्र में पंजीकृत होने का प्रमाण पत्र होना चाहिए।
नोट:- (किसी भी पंजीकरण के लागू नहीं होने की दशा में निविदादाता को स्वयं प्रमाणित घोषणा पत्र लैटर हैड पर अनिवार्य रूप से निविदा प्रपत्र के साथ संलग्न करना होगा)
 - (b) पंजीकरण प्रपत्र की स्वयं द्वारा सत्यापित प्रति संलग्न करनी चाहिये जिसके अभाव में निविदा निरस्त की जा सकेगी।
3. **कार्यानुभव:-** निविदादाता को निविदा में वर्णीत सामान या इस तरह के सामान के सप्लाई कार्य का पाँच वर्ष का अनुभव होना चाहिए एवं इस तरह के सामान सप्लाई करने के लिये पंजीकृत होनी चाहिये।
4. **धरोहर राशि(Earnest Money) :**
 - (i) निविदादाता को अमानत राशि (Earnest Money) हेतु निविदा के अनुमानित मूल्य की 2 प्रतिशत राशि (रुपये 15160/-) रोकड़ अथवा डिमाण्ड ड्राफ्ट के रूप में कार्यालय में जमा करवानी होगी। डिमाण्ड ड्राफ्ट 'रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर' के नाम से देय होगा एवं रोकड़ राशि निविदा के अन्तिम तिथि से पूर्व कार्यालय के रोकड़पाल को जमा करवाकर इसकी प्राप्ति रसीद निविदा प्रपत्र के साथ संलग्न आवश्यक रूप से जमा करवानी होगी।
 - (ii) तथापि, यदि निविदादाता किसी प्रकार की नियमानुसार छूट चाहता है तो उसे निविदा में उसका उल्लेख करते हुए सम्बन्धित प्रपत्रों की स्व-सत्यापित प्रतियाँ संलग्न की जानी चाहिए अन्यथा उक्त निविदा को छूट के योग्य नहीं समझा जायेगा।
 - (iii) यदि कोई निविदा प्रपत्र बिना धरोहर राशि के अथवा निर्धारित अमानत राशि से कम का पाया जाता है तो उसे बिना कारण बताये अस्वीकार किये जाने का अधिकार अधोहस्ताक्षरकर्ता के पास होगा।
 - (iv) सभी असफल निविदादाताओं को उनके द्वारा जमा अमानत राशि निविदा के सफल निस्तारण के पश्चात लौटा दी जायेगी तथा इसके लिये किसी प्रकार का ब्याज इत्यादि देय नहीं होगा।
5. **प्रतिभूति राशि (Security Deposit) :** सफल निविदादाता को सप्लाई आदेश प्राप्ति के पश्चात 7 दिवस के भीतर Rajasthan Transparency in Public Procurement Rules, 2013 के नियम 75 के प्रावधानों के अनुसार निविदा के अनुमानित मूल्य की 5 प्रतिशत राशि नकद/ बैंक गारण्टी/ डी.डी. प्रतिभूति राशि के रूप में 'रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर' में जमा करानी होगी।

E. प्रतिभूति राशि का समपहरण (Forfeiture of Security Deposit) :- निम्नलिखित मामलों में प्रतिभूति राशि को समपहृत कर लिया जाएगा:-

- (a) जब निविदा में किन्हीं निबंधनों और शर्तों का उल्लंघन किया गया हो, जब निविदादाता सम्पूर्ण प्रदाय सन्तोषजनक ढंग से करने में असफल रहता हो,
- (b) जमा कराई गई प्रतिभूति निक्षेप को समपहृत करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा,
- (c) प्रतिभूति निक्षेप का प्रतिदाय:- अनुबन्ध की अवधि समाप्त होने के तीन माह पश्चात् प्रतिभूति निक्षेप निविदादाता को लौटा दिया जावेगा।
- (d) निविदा अनुबन्ध के दौरान, यदि निविदादाता अनुबन्ध को बीच में छोड़कर चला जाता है अथवा निर्धारित अवधि तक अनुबन्ध की नियम-शर्तों के अनुसार कार्य करने में असमर्थ रहता है तो ऐसी दशा में निविदादाता की जमानत राशि और उसके बकाया भुगतान को जब्त कर निविदादाता की जोखिम व कीमत पर सफाई हेतु अन्य वैकल्पिक व्यवस्था करने का अधिकार होगा।

F. अपात्रता निविदाएं निम्न कारणों से अपात्र घोषित की जा सकती है :

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

कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

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G. हर्जाना / शास्ति / जुर्माना

1. सफल निविदादाता द्वारा समय पर सप्लाई एवं स्थापन का कार्य पूर्ण नहीं करने पर नियमानुसार जुर्माना लगाया जायेगा।
2. सफल निविदादाता को सप्लाई आदेश प्राप्ति के 60 दिन के भीतर-भीतर ही सप्लाई एवं स्थापन का कार्य पूर्ण करना होगा। सप्लाई कि गई सामग्री नियमानुसार नहीं पाये जाने पर सप्लाई आदेश निरस्त कर धरोहर राशि जब्त कर नियमानुसार कार्यवाही की जायेगी।
3. अग्रिम भुगतान देय नहीं होगा। संतोषप्रद सप्लाई के पश्चात ही भुगतान देय होगा। प्रत्येक सप्लाई आदेश की सप्लाई एक साथ ही करनी होगी। वस्तु/ सामान निर्धारित मापदण्ड/ गुणवत्ता का नहीं होने पर निविदा दाता के हर्जे खर्चे पर पुनः लौटा दिया जायेगा तथा वांछित सामान बाजार से क्रय किया जायेगा। इस सम्बन्ध में जिसकी अन्तर राशि सम्बन्धित निविदादाता से वसूल की जायेगी। उक्त कार्य के सम्पादन में यदि किसी भी प्रकार की हानि होती है, तो इसके लिये कार्यालय किसी भी प्रकार की क्षतिपूर्ति नहीं करेगा न ही कोई जिम्मेवारी होगी।
4. निविदादाता को कार्यादेश में दिये गये आदेशानुसार सप्लाई करनी होगी। यदि निविदादाता उक्त अवधि में सप्लाई करने में असफल रहता है तथा परिनिर्धारित नुकसानी के साथ परिधान अवधि में वृद्धि की जाती है तो कार्य के एक माह के मूल्य के निम्नलिखित प्रतिशत के आधार पर परिसमापित नुकसानी (Liquidated damage) की वसूली की जाएगी :

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

H. Other Important Terms & Conditions:

1. The Registrar General reserves the right to reject/cancel any offer without assigning any reason.
2. The Registrar General , reserves the right to issue any corrigendum to the NIT or cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained. The decision of The Registrar General will be final.
3. **Defect Liability Period:** The Defects Liability Period shall be for a period as per warranty period and shall commence from the date of complete installation. Any defect that may appear within the Defects Liability Period, shall be rectified by the Contractors without any extra cost to the Rajasthan High Court. In case of failure to do so within 10 days from such notice from the office, the Rajasthan High Court may get such rectification works carried out through any other firm and expenditure incurred by the office shall be recovered from bidder. Only, after all the defects pointed out during the Defects Liability Period have been rectified by the Contractor to the satisfaction of the office, thereafter, the Security Deposit will be refunded to the contractor.
4. All the necessary works related to the Job component like preparation of preliminary and as built drawings, liaisoning with the local authorities, govt. bodies for any type of NOC, clearance etc.; shall be under the scope of the bidder.
5. After completion of the installation work in all respects, the contractor shall offer the DG sets for testing. Testing shall be carried out as under:
 - (i) The DG set shall be tested on load of Unity Power Factor for the rated KW rating. During testing, the each of the DG sets shall be operated for 12 hours for DG set's KW rating including one hour on 10% overload after continuous run of the 12 hours. During testing, all control and safety operations shall be checked and proper record will be maintained. Any defect/ abnormality noticed during the testing shall be rectified. The testing will be declared successful only when no abnormality/ failure is noticed during the testing. The DG set will be cleared for dispatch to site only when the testing is declared successful by authorized representative.
6. **Trial Run/ Running-in-Period:** After successful testing of the DG set, trial run at available load will be carried out for 120 Hrs or 15 days whichever is earlier. The DG set will be operated and a log of the relevant parameters will be maintained during this period. The arrangement of staff for the trial run shall be made by the successful tenderer. However the diesel and lube oil required will be supplied by RAJASTHAN HIGH COURT. The contractor will be free to carry out necessary adjustments. The DG set will be said to have successfully completed the trial

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run, if no break down or abnormal/ unsatisfactory operation of any component of the entire installation included in the scope of work of the contract, occurs during this period. After that the DG set will be taken over by RAJASTHAN HIGH COURT subject to guarantee clause of the contract. This date of taking over the DG set, after trouble free operation during the trial run/running-in-period, shall be the date of acceptance /taking over.

7. **Safety measures:** All equipment shall incorporate suitable safety provisions to ensure safety of the operating personnel as per manufacturer's standard practice.
8. **Statutory clearances:** Approval/ clearance of the complete installation shall be obtained by the contractor from CPCB/State pollution control board/ Local bodies/ CEA/ other licensing authorities, wherever required.
9. **Guarantee:** All equipment shall be guaranteed against unsatisfactory performance and/ or break down due to defective design, workmanship or material for a period of 12 months from the date of taking over the installation by RAJASTHAN HIGH COURT. The equipment or components or any part thereof, so found defective during the guarantee period shall be forthwith repaired or replaced free of cost to the entire satisfaction of the client. In case it is felt that undue delay is being caused by the contractor in attending the defect/fault removed, the same will be got done by RAJASTHAN HIGH COURT at the risk and cost of the contractor. The decision of RAJASTHAN HIGH COURT in this respect will be final.
10. **Drawings for approval on Award of the work:** The contractor shall prepare and submit three sets of following drawings and get them approved from RAJASTHAN HIGH COURT before the start of the work. The approval of drawings however does not absolve the contractor not to supply the equipment/materials as per the agreement, if there is any contradiction between the approved drawings and agreement.
 - (i) Layout drawings of the equipment to be installed including control cables, fuel/ lube oil pipes and supports/structure for exhaust piping, chimney and bus ducts/cable trays.
 - (ii) Drawings including section, showing the details of erection of entire equipment.
 - (iii) Electrical wiring diagrams from engine alternator set to electrical control panel, electrical control panel to essential to LT board including the sizes and capacity of the various electrical /control cables and equipment.
 - (iv) Dimensioned drawings of Acoustic enclosure/engine alternator set and electrical control panel.
 - (v) Drawings showing details of supports for pipes , chimney cable trays, ducts etc. Any other drawings relevant to the work.
11. **Drawings/Documents to be furnished on completion of installation:** Two sets of the following laminated drawings shall be submitted by the contractor while handing over the installation to RAJASTHAN HIGH COURT. One set shall be laminated on the hard base for display in the DG set room/room where AMF panel is installed and another set shall be kept with RAJASTHAN HIGH COURT. In addition drawings shall be given in Compact Disk.
 - (i) DG set installation drawings giving complete details of all the equipment, including there foundations.
 - (ii) Line diagram and layout of all electrical control/AMF panels giving switchgear ratings and there dispossession, cable feeder sizes and their layout.Control wiring drawings with all control components and sequence of operations to explain the operation of control circuits in AMF Panel/PCC.
 - (i) Manufacturer's technical catalogues of all equipments and accessories.
 - (ii) Operation and maintenance manual of all major equipments, detailing all adjustments, operations and maintenance procedure.

I. निविदा की सामान्य शर्तें-निर्देश

1. अधोहस्ताक्षरकर्ता सबसे कम मूल्य वाली निविदा को स्वीकार करने के लिये बाध्य नहीं है साथ ही वह निविदा को वित्तीय वर्ष की समाप्ति से पहले ही पूर्ण अथवा आंशिक रूप से समाप्त करने की घोषणा कर सकता है।
2. सभी निविदाओं को स्वीकार या अस्वीकार करने का अधिकार रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर के पक्ष में सुरक्षित रहेगा तथा वह एक प्रकार की सामग्री के लिये एक से अधिक निविदादाता को सप्लाई आदेश देने के लिये स्वतंत्र होगा।

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

J. अमानत राशि (Earnest Money) का समझना/जब्त:-

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

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

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दिनांक :
स्थान :

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Annexure-A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest :-

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

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

- (a) have controlling partners/shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of the Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) the bidder participates in more than one Bid in the bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.



Annexure-B

Declaration by The Bidder regarding Qualification

Declaration by the Bidder

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

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership, bankrupt or being wound up, nor have my/our affairs administered by a court or a judicial officer. My/our business activities have not been suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, neither have our directors and officers, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, I/we have not been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:

Place :



Signature of Bidder

Name:

Designation:

Address:

दिनांक :

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Annexure-C
Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it off within thirty days from the date of the appeal.
- (3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for Filing Appeal

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

(7) Procedure for disposal of appeal

- (a) The Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies 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 also be placed on the State Public Procurement Portal.

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Form No. - 1

Memorandum of Appeal

(See sub-rule 1 of rule 83)

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement

Act, 2012

Appeal No of

Before.....(Appellate Authority)

1 Particulars of appellant:

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

(ii) Official address

(iii) Residential address

2. Name and address of the respondent(s)

(i)

(ii)

(iii)

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

3. If the Appellant proposes to be represented by

a representative the name and postal address

of the representative.

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

6. Grounds of appeal:-

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

7. Prayer

Place

Date

Appellant's Signature

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Annexure-D
Additional Conditions of Contract

1. Correction of arithmetic errors.

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

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

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

2. Procuring Entity's Right to vary Quantities.

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 50% of the value of Goods of the original **contract in current financial year 2021-22 on same terms and conditions**. If the suppliers fail to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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



Annexure -1

Technical Specification & Compliance Sheet for complete installation, testing & maintenance of 62.5 KV Silent Genset –

(Must be on OEM/Bidder Letter Head with Sign, Seal & Contact Details)

S.No.	PARTICULARS	QTY.	Unit	Make & Model No.	Compliance Yes/No
1	Supply , Installation, Testing and Comissioning of Silent DG 62.5 KVA at 0.8 pf 415V 50Hz 3-Ø SetRadiator Cooled & Turbo Charged /AC) As per latest CPCB emission normshaving specifications as per A. 1500 RPM Diesel Engine conform to BS:649/5514 of suitable BHP Engine shall as required .B. AC Brush less SPDP Alternator conform to BS 5000 (part 99) or IS 4722.-2001 . Alternator shall be self regulated with standard Alternator Protection(Over voltage , over speed & under voltage, under speed warning & shutdown),C. Standard canopy with Weatherproof, powder coated Accoustic enclosure for DG set for sound attenuation fabricated from 1.6 mm CRCA sheet steel ,D. Electronic / Mechanical governor, Manual & electric Start ,Batteries with battry charger, Engine instruments panel,AVM pads All controls for operation of DG set DG set Make -Greaves/ Ashok Leyland/ Mahindra /Sudhir	1	Each		
2	Supply , Installation, Testing and Comissioning of Auto main failure (AMF) of PLC Based:50 to 82.5 KVA Panel fabricated from CRCA sheet steel 2 mmThick , Powder coated , Engine Start & Stop commands, control Relays , Ammeter & Voltmeter with selector switches, Control & 2 nos 4 pole Power Contactors with 2 no. of required size 4 pole MCCB, Timers, Electronic Hooter ,Visual & Alarm indication for faults, UPS, operator interface panel complete in all respect suitable for following capacity DG sets.	1	Each		
3	SITC of chemical Gel earthing system of Dual Pipe Technology made of with "B" Class G I Pipe as per IS 1239 (part-1):2004 of Medium duty of following sizesWith Pipe in Pipe Technology (Outer pipe dia. / Inner pipe dia.) Minimum 100 mm dia borewell GI pipe 2000 mm long, 50 / 25mm, Terminal 40mm x 6 mm GI Strip etc as Req,	4	Each		
4	Supply & Laying following size earth strip in horizontal or vertical run in ground/surface including riveting, soldering, saddles, Jointing shall be done by overlapping and with 2 set of Brass (for Cu strip) / GI (for GI Strip) nut bolt & spring washer spaced at 50cm making connection etc.				
4.1	25mm x 5mm copper strip	10	Mtr		
4.2	25mm x 5 mm Alum. Strip	10	Mtr		

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लगातार.....12

कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

Phone No. 0291-2888500-04, 2888385 (Store) Fax No. 0291-2888080, Pin Code – 342013, Email – hc-rj@nic.in

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S.No.	PARTICULARS	QTY.	Unit	Make & Model No.	Compliance Yes/No
5	Providing & Laying 50.0 Sq. mm 3.5 core P.V.C. / XLPE insulated & P.V.C. sheathed Armoured aluminium cable of 1.1 KV grade as per PWD specification for electrical Works in existing RCC / Hume PVC pipe ,cable trench with filling of excavated earth in trench , on existing cable trays or on surface etc. including making necessary connection, testing etc. as required of size (a) Material :- H4-Grade aluminium conductor of purity >99.6 % & as per IS:1554 P-I / IS :7098 P - I	60	Mtr		
6	Providing & Fixing of HDPE pipe of 90 mm OD 10 kg / cm 2ISI mark (IS:4984/2016) for Main supply (suitable for submersible & jet pump) with required fittings ie socket, elbows, tee etc. complete in all respect.	50	Mtr		
7	Providing & Fixing of testing joint , made out of 20mm x 3mm copper Strip, 125 mm long, with 4 no. tinned brass bolts, nuts, checknuts, spring washer etc. complete as required. .	4	Each		
8	Providing & Fixing of ISO certified company made bus bar chamber housed of 900 mm long , 4 strip Made of sheet metal box as per PWD specification for electrical Works Confirming to IEC-60439/IS-8623 & IEC-60529/IS-2147 made out from 1.6 mm thick powder coated CRCA sheet, front openable bus bar made out of aluminium alloy suitable for 100 amp. Capacity , bus bar fixed on porcelain/DMC insulators at approved spacing including making connections etc. as required.	1	Each		
9	Supply & Fixing of ABC Type (MAP 50) type powder Fire Extinguisher 4 kg (Stored Pressure type) of following capacity duly current and valid BIS certification conforming to IS: 15683:2006, with Dry chemical powder used as extinguishing agent should be Mono Ammonium Phosphate 50% concentration conforming to IS 14609:1999. , locking arrangement, pressure gauge and bracket including initial fill and wall suspension complete in all respect. Serial no. and date of manufacturing should be embossed or printed on the body of the fire extinguisher	2	Each		

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कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

Phone No. 0291-2888500-04, 2888385 (Store) Fax No. 0291-2888080, Pin Code - 342013, Email - hc-rj@nic.in

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S.No.	PARTICULARS	QTY.	Unit	Make & Model No.	Compliance Yes/No
10	Providing & Fixing of ISO certified company made on load change over switch 125 A , front handle operated , four pole 415 V as per PWD specification for electrical Works conforming to IS/IEC 60947-3 : 1999 With sheet steel enclosure made out from CRCA sheet door 1.2mm & body 1.6mm, powder quoted, door locking system allow opening of door in off position only with 2 external earthing point including connections , testing etc. as required .in the following rating	1	Each		
11	Earth work in excavation/ by mechanical means (Hydraulic Excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5m in width as well as 10 sum on plan) including disposal of excavated earth, lead upto 50 m and lift upto 1.5 m, disposed earth to be levelled and neatly dressed:	2.5	Cum		
12	Random Rubble stone masonry for with hard stone in foundation and plinth in Cement Sand mortar above 30 CM thick wall in:				
12.1	Cement Mortar 1:6 (1-Cement : 6-Sand).	4	Cum		
13	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level.				
13.1	M10 grade Nominal Mix 1: 3: 6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size).	2	Cum		
13.2	M15 grade Nominal Mix 1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 40mm nominal size).	0.75	Cum		
14	Plaster on new surface of 20mm thick on wall in cement sand mortar 1:3 including racking of joints etc. complete fine finish	10	Sqm		
15	Finishing wall with water proofing cement paint of approved brand and manufacture and or required shade to give an even shade including all scaffolding:New work (Two or more coats applied @ 3.84 kg/10 sqm).	10	Sqm		
<p>Note</p> <p>(i) Quantity mentioned at Item No. 1 to 15 in Annexure-1 "Technical Specification & Compliance Sheet" will be included in above quoted price and extra quantity will be charged separately, if used (more than mentioned in Annexure-1)</p> <p>(ii) The contractor shall take into account all the costs involved of Item No. 1 to 15 in compliance of all the conditions, installation and required accessories as stated above while quoting his rates intender.</p> <p>(iii) Quantity mentioned above is tentative, it may increase or decrease as per site requirement.</p>					

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स्थान :

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ANNEXURE – 2 EXPERIENCE DETAILS
(Work order/Work completion Certificate for similar work)

Ref: NIT No. HC/SK/2021-22/574 Dated 10-01-2022 for procurement of one number of 62.5 KV Silent Genset (with complete installation, testing & maintenance)

कार्य के अनुभव का विवरण

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



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ANNEXURE-3 COMPLETION CERTIFICATE

Having executed the work in terms of the contract, we hereby certify and affirm that we have completed the contracted works.

We hereby certify that the work has been executed wholly to our satisfaction and with materials and workmanship in accordance with the contract.

Thus we ensure that there will not be any defect in the functioning of DG. We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

Place:

Date:

Signature of the Contractor

Name :

Address :

Seal :

दिनांक :
स्थान :



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ANNEXURE-4 RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)

(Must be filled)

Dear sir,

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

Bank Details

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

Communication Details

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

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

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

Yours faithfully,

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

Bank Confirmation

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

Bank's Stamp

Authorized Signatory _____ Date _____

दिनांक :
स्थान :

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ANNEXURE-5

घोषणा-पत्र

(फर्म द्वारा स्वयं के लेटर हेड पर घोषणा पत्र)

मेरे/ हमारे द्वारा घोषणा की जाती है कि कार्यालय निविदा क्रमांक एचसी/एसके/2021-22/574 दिनांक 10.01.2022 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 समपूत किया जा सकेगा तथा निविदा को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

दिनांक :

हस्ताक्षर निविदादाता

स्थान :

मय पता सील मोहर



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Annexure-5

DRAFT AGREEMENT FORMAT

(As per rules on Non-Judicial Stamp Paper of Rs. Equal to 0.25% of tender cost / work order maximum upto Rs.15000/-)

{to be signed by selected bidder(s) and tendering authority}

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

Whereas the approved supplier has agreed with the RHC to supply to the Registrar General, Rajasthan High Court, Jodhpur, Rajasthan on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in our Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. _____ in the form of: -

- a) Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated. _____ valid upto _____.
- b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RHC.

Now these Presents witness:

- 1) In consideration of the payment to be made by the RHC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated ____/____/20____ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice **NIT No.: HC/SK/2021-22/574 Dated 10-01-2022** and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. _____ dated _____ received from {bidder} and letter Nos. _____ Dated _____ issued by the RHC. and appended to this agreement shall also form part of this agreement.



कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

Phone No. 0291-2888500-04, 2888385 (Store) Fax No. 0291-2888080, Pin Code - 342013, Email - hc-rj@nic.in

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- 4) The RHC do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RHC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- 5) The mode of payment will be as specified in this bidding document/ work order. The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

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

Note:

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

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

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

Warranty/ Services shall be provided by the bidder as per terms and conditions of the NIT and Contract.

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

In witness whereof the parties hereto have set their hands on the _____ day of _____ (Year).

Signature with Seal of the Approved
supplier/ bidder

Designation:

Date:

Witness No.1

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

Designation:

Date:

Witness No.1

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ANNEXURE- 6 FORM OF BID-SECURING DECLARATION

(On Rs. 50/- Non Judicial Stamp) (Must be filled)

To:

The Registrar General,
Rajasthan High Court, Jodhpur

Sub: Tender for procurement of one number of 62.5 KV Silent Genset (with complete installation, testing & maintenance)

NIT/Bid No. : HC/SK/2021-22/574 Dated 10-01-2022

We, the undersigned, declare that:

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

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

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

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

We understand this Bid-Securing Declaration shall expire if

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

Signed:

Name.....

In the capacity of :

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

Dated on day of

Corporate Seal.....

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

