


राजस्थान उच्च न्यायालय, जोधपुर
निविदा सूचना

क्रमांक : HC/SK/Procurement/2024-25/84

Dated 13.02.2025

राजस्थान उच्च न्यायालय, जोधपुर एवं पीठ कार्यालय, जयपुर के उपयोगार्थ 40 नग Tablets क्रय करने हेतु दरों के सम्बन्ध में मोहरबन्द निविदाएँ दिनांक 24.02.2025 दोपहर 01.00 बजे तक आमंत्रित की जाती हैं। निविदा का विस्तृत विवरण एवं शर्तें विभाग 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 है। (अनुमानित मूल्य रूपये 9,60,000/-)

आज्ञा से,


रजिस्ट्रार (वर्गीकरण),

UBN is: RHC2425GSOB00049

RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 2888385) Fax: 2888080, Email – hc-rj@nic.in, store-rhc@heraj.nic.in

::Tablets की सप्लाई हेतु निविदा प्रपत्र::

1. निविदा प्रस्तुत करने वाली करने वाली फर्म का विवरण.

फर्म का नाम	
पता	
दुरभाष नम्बर	
ई-मेल आईडी	

2. निविदा सूचना क्रमांक: HC/SK/Procurement/2024-25/84 Dated 13.02.2025
3. निविदा शुल्क रूपये 200/-: जरिये रसीद/डीडी संख्या _____ दिनांक _____
4. निविदा के अनुसार हमारी दरें व मात्रा निम्न प्रकार से है :-

Specification of Items		Required Qty.	Make/Model	Rate Per Pc. (inclusive All taxes)
Parameter	Minimum Specifications for Tablets	40		
Type	Touch Screen			
Operating System	Android 13 or Higher			
Display Size	10 inch or higher			
Ram Size	8 GB or higher			
Internal Storage	128 GB or higher			
Connectivity	Cellular with Nano SIM and eSIM, Wi-Fi, Bluetooth, USB-C			
Cellular Data Support	5G			
Processor	Octa-core with 2.0 GHz or better (Mediatek/Qualcomm Snapdragon/Exynos)			
Storage upgradable up to	256 GB or higher			
Display resolution	1920 x 1200 or better (Pixels)			
Rear Camera	8 MP or higher			
Front Camera	5 MP or higher			
Battery Capacity	7000 mAH or higher			
Location Technology	GPS & A-GPS			
Certification	BIS			
Compliance	ROHS			
Warranty	Standard OEM warranty including battery			
Accessories	USB Cable, OEM charger, earphones, compatible cover having stand to hold the tabl			

5. हमारी फर्म उपरोक्त वर्णित वस्तु की उत्पादक/अधिकृत विक्रेता/डीलर/स्टॉकिस्ट/अधिकृत शोरूम है।
6. हमारी फर्म आपके कार्यालय द्वारा दिये गये सप्लाई आदेश में वर्णित अनुसार निश्चित तिथि तक सम्बन्धित सामान की सप्लाई किये जाने हेतु बाध्य रहेगी।
7. हमारी फर्म आपके कार्यालय द्वारा वांछित मापदण्ड के उक्त वर्णित सामान की सप्लाई किये जाने हेतु बाध्य रहेगी।
8. हमारी फर्म द्वारा अमानत राशि रूपये _____ जरिये Banker's Cheque/ DD No./ P.R.No _____ तारीख _____ द्वारा जमा कराई गई, मूल प्रति संलग्न है।
9. 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।
10. हमारी फर्म द्वारा निविदा प्रपत्र के संलग्न सभी प्रपत्रों एवं अन्य वांछित दस्तावेज हस्ताक्षर मय सील निविदा प्रपत्र के संलग्न प्रस्तुत कर दिये गये है।
11. हमारी फर्म इस निविदा में दर्शाई गई समस्त शर्तों का पालन 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 मोहर

नोट : निविदा प्रपत्र पूर्ण रूप से साफ सुथरें अक्षरों में भरकर दिनांक 24.02.2025 को दोपहर 01.00 बजे तक कार्यालय में पहुँच जाना चाहियें।



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-504 (Store 2888385) Fax: 2888080, Email – hc-rj@nic.in, store-rhc@hcraj.nic.in

Tablets की सप्लाई हेतु निविदा एवं अनुबन्ध की शर्तें

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

1. रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर (राज०), फोन: 0291-2888500-04, 0291-2888385 (स्टोर अनुभाग) फैक्स: 0291-2888080, ईमेल – hc-rj@nic.in
2. निविदा प्रपत्र दिनांक 14.02.2025 से 21.02.2025 तक कार्यालय समय में 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 24.02.2025 दोपहर 01.00 बजे तक कार्यालय में पहुँच जानी चाहिए। प्राप्त निविदाएँ दिनांक 24.02.2025 को ही दोपहर 01:30 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> 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-भांति अध्ययन कर ले। इस सम्बन्ध में किसी भी प्रकार के स्पष्टीकरण हेतु निविदा सूचना की अंतिम तिथि से पूर्व तक कार्यालय समय में सम्पर्क किया जा सकता है। 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. निविदा के साथ अथवा उससे पूर्व निविदा शुल्क एवं धरोहर राशि (Earnest Money) विहित रूप में जमा करानी अनिवार्य है जिसके बिना निविदा निरस्त समझी जायेगी।
7. 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।
8. 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।
9. निविदादाता द्वारा निविदा प्रपत्र को निर्धारित प्रारूप मय अनुलग्नकों के तथा प्रत्येक पृष्ठ पर हस्ताक्षर कर व मोहर लगाकर कार्यालय में जमा करवाना होगा।
10. 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।
11. निविदा प्रपत्र में बतायी गयी शर्तों के अतिरिक्त निविदादाता की कोई भी अन्य शर्त स्वीकार नहीं की जायेगी।

B. 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।

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर

C. धरोहर राशि / प्रतिभूति राशि

1. निविदादाता को निविदा प्रपत्र के अनुरूप निविदा के अनुमानित मूल्य की 2 प्रतिशत राशि यानि रूपये 19,200/- नकद/ डिमाण्ड ड्राफ्ट के रूप में धरोहर राशि हेतु जो कि 'रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर' के नाम से देय हो, निविदा के साथ संलग्न करना होगा।
2. सफल निविदादाता को सफ्लाई आदेश प्राप्ति के पश्चात 7 दिवस के भीतर Rajasthan Transparency in Public Procurement Rules, 2013 के नियम 75 के प्रावधानों की अनुपालना में कार्यादेश की 5 प्रतिशत राशि नकद/ बैंक गारण्टी/ डी.डी. प्रतिभूति राशि के रूप में रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में जमा करानी होगी, निविदा के संलग्न जमा 2 प्रतिशत धरोहर राशि (Earnest Money) इसमें समायोजन योग्य होगी।
3. यदि कोई निविदा प्रपत्र बिना धरोहर राशि (Earnest Money) के अथवा निर्धारित धरोहर राशि (Earnest Money) से कम का पाया जाता है तो उसे बिना कारण बताये अस्वीकार किये जाने का अधिकार अधोहस्ताक्षरकर्ता के पास होगा।
4. सभी असफल निविदादाताओं को उनके द्वारा जमा धरोहर राशि (Earnest Money) निविदा के सफल निस्तारण के पश्चात लौटा दी जायेगी तथा इसके लिये किसी प्रकार का ब्याज इत्यादि देय नहीं होगा।

7.

D. धरोहर राशि (Earnest Money) का समपहण / जब्ती:-

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 उपबंध को भंग करता है।

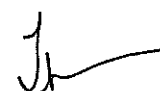
E. प्रतिभूति राशि का समपहण (Forfeiture of Security Deposit) :-

1. निविदादाता द्वारा संविदा में वर्णित किन्हीं निबंधनों और शर्तों का उल्लंघन करता है तो प्रतिभूति राशि को समपहृत कर लिया जाएगा।
2. निविदादाता सम्पूर्ण प्रदायगी सन्तोषजनक ढंग से करने में असफल रहता है तो प्रतिभूति राशि को समपहृत कर लिया जाएगा
3. जमा कराई गई प्रतिभूति राशि को समपहृत (Forfeit) करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा।
4. अमानत राशि (Earnest Money) अथवा प्रतिभूति राशि (Security Money) को समपहृत (Forfeit) किये जाने की स्थिति में उक्त राशि विभाग के शीर्ष "अन्य प्राप्तियों" में जमा करायी जाएगी तथा अन्तरण प्रविष्टि की व्यवस्था लिए आवश्यक कार्यवाही की जाएगी।

F. अपात्रता

1. 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 अमानत राशि (Earnest Money) के जमा निविदाएं।
 - (c) अपूर्ण निविदायें एवं भ्रामक अथवा गलत तथ्य/ दावे प्रस्तुत करने वाली निविदायें।
 - (d) विभाग द्वारा चाहे गये स्पष्टीकरण को न प्रदान कर पाना/ स्पष्टीकरण को विभाग द्वारा चाहे गये तय समय से देरी से प्रदान करना।
 - (e) एक से ज्यादा निविदाएं प्रस्तुत करना। ऐसा होने पर फर्म द्वारा भरी गयी समस्त निविदाएं तकनीकी मूल्यांकन में निरस्त की जा सकेंगी।
 - (f) अपूर्ण व सशर्त निविदा प्रस्तुत करना।
 - (g) तकनीकी व अन्य समस्त अहर्ताओं का पूर्ण न कर पाना।
 - (h) निविदादाताओ 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।

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G. सामान्य नियम, शर्तें एवं भुगतान

निविदा हेतु सामान्य नियम एवं शर्तें निम्नानुसार रहेंगे।

1. वित्तीय निविदा में शब्दों एवं अंकों में भिन्नता पाए जाने की स्थिति में शब्दों में वर्णित दरों को ही मानते हुए तुलना की जावेगी। यदि गणना में कोई त्रुटि है तो अलग अलग दरों को सही मानते हुए इनके योग की गणना कर तुलना हेतु लिया जावेगा।
2. यदि सप्लाई की गई सामग्री राजस्थान उच्च न्यायालय, प्रशासन की संतुष्टि के अनुसार नहीं पाई जाती है तो फर्म की संविदा किसी भी समय निरस्त की जा सकती है और अन्य फर्म से उनके द्वारा प्रस्तुत दर पर सामान सप्लाई करवाने पर अन्तर की राशि के लिये फर्म जिम्मेवार रहेगी।
3. क्रय समिति को गुणवत्ता एवं लागत के आधार पर निर्णय करने का पूर्ण अधिकार होगा। क्रय समिति निविदादाता को नियमानुसार Negotiation के लिये आमंत्रित कर सकती है। इसके बावजूद दरें अनुकूल नहीं पाये जाने पर अथवा प्रस्तुत नमूना वांछित गुणवत्ता का न होने पर निविदा निरस्त की जा सकती है जिसके लिए निविदादाता को कोई दावा करने का अधिकार नहीं होगा।
4. क्रय समिति कार्य की प्रकृति का देखते हुए सभी निविदादाताओं को एक साथ वार्ता (Negotiation) के लिये बुलवाने के लिए स्वतंत्र होगी।
5. सफल निविदादाता को कार्यादेश दिए जाने की दिनांक से 07 दिवस में नियमानुसार/कार्यादेश में वर्णित मूल्य के नॉन ज्यूडिशियल स्टाम्प पर अनुबन्ध/करार पत्र मुद्रित कर कार्यालय में प्रस्तुत करना होगा।
6. संविदा को किसी स्तर पर रद्द करने का अधिकार रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में निहित रहेगा। न्यूनतम दरें स्वीकार करना अनिवार्य नहीं है। निविदा से सम्बन्धित विवाद का न्यायक्षेत्र जोधपुर होगा।
7. सम्बन्धित फर्म को सप्लाई आदेश का कार्य कार्यालय आदेश प्राप्ति के बीस दिवस (20 दिन) के भीतर सम्पूर्ण करना होगा। निर्धारित अवधि में सामान सप्लाई नहीं किये जाने की स्थिति में नियमानुसार कार्यवाही की जावेगी। निविदा में वर्णित दरों के सम्बन्ध में बाजार में किसी भी प्रकार की मूल्य वृद्धि होती है तो इसकी जिम्मेवारी सम्बन्धित फर्म की होगी।
8. यदि किसी फर्म द्वारा निविदा प्रपत्र (Tender Form) में दी गई दरें न्यूनतम (Lowest) पायी जाती है तो केवल न्यूनतम दर (Lowest) के आधार पर कार्यालय सम्बन्धित फर्म को कार्यादेश दिये जाने हेतु बाध्य नहीं होगा। इस प्रकार क्रय समिति द्वारा सामान की गुणवत्ता एवं दरों के आधार पर मूल्यांकन किये जाने के पश्चात ही कार्यादेश का निर्णय लिया जावेगा।
9. 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/कटलाग 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।
10. विपत्र का भुगतान संबंधित सामान की गुणवत्ता जाँच एवं कम्प्यूटर अनुभाग मुख्य पीठ एवं पीठ कार्यालय अथवा संबंधित अधिकारी द्वारा भौतिक सत्यापन किये जाने के पश्चात ही किया जायेगा। वस्तु/ सामान निर्धारित मापदण्ड/गुणवत्ता का नहीं होने पर निविदा दाता के हर्जे खर्चे पर पुनः लौटा दिया जायेगा तथा संबंधित निविदादाता को वांछित सामान बदलकर देना होगा। 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।
11. उपर्युक्त शर्तों के अतिरिक्त राजस्थान सरकार के General Financial and Accounts Rules, Transparency in Public Procurement Act, 2012 एवं Transparency in Public Procurement Rules, 2013 के प्रावधान भी लागू होंगे।

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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.

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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;
- 8.

Date:
Place :

Signature of Bidder
Name:
Designation:
Address:

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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 of within thirty days from the date of the appeal.
- (3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.
- (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:-
- Determination of need of procurement;
 - Provisions limiting participation of Bidders in the Bid process;
 - The decision of whether or not to enter into negotiations;
 - Cancellation of a procurement process;
 - Applicability of the provisions of confidentiality.
- (5) Form of Appeal**
- 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.
 - 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.
 - 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**
- Fee for filing appeal shall be rupees two thousand five hundred, which shall be non-refundable.
 - 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**
- 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.
 - On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
 - Hear all the parties to appeal present before him; and
 - Peruse or inspect documents, relevant records or copies there of relating to the matter.
 - After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - 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 and name and designation of the officer / authority who passed the order, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved

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

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

6. Grounds of appeal:-

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

7. Prayer

Place

Date

Appellant's Signature

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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 **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.

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**ANNEXURE-1 Technical Specification cum Compliance Sheet
(ON FIRM LETTER HEAD)**

#	Parameter	Minimum Specifications	Compliance (Y/N)	Remarks
Make/Model (necessary)				
1	Type	Touch Screen		
2	Operating Sytem	Andriod 13 or Higher		
3	Display Size	10 inch or higher		
4	Ram Size	8 GB or higher		
5	Internal Storage	128 GB or higher		
6	Connectivity	Cellular with Nano SIM and eSIM, Wi-Fi, Bluetooth, USB-C		
7	Cellular Data Support	5G		
8	Processor	Octa-core with 2.0 GHz or better (Mediatek/Qualcomm Snapdragon/Exyons)		
9	Storage upgrdeable up to	256 GB or higher		
10	Display resolution	1920 x 1200 or better (Pixels)		
11	Rear Camera	8 MP or higher		
12	Front Camera	5 MP or higher		
13	Battery Capacity	7000 mAH or higher		
14	Location Technology	GPS & A-GPS		
15	Certification	BIS		
16	Compliance	ROHS		
17	Warranty	Standard OEM warranty including battery		
18	Accessories	USB Calbe, OEM charger, earphones, compatible cover having stand to hold the tabl		

Note:

- (1) Successful bidder has to supply all above items, install necessary software and all other accessories as per the instruction of RHC, Jodhpur.
- (2) Accessories will be supplied as per approved sample pieces retained by the Hon'ble Committee.
- (3) OEM free onsite comprehensive warranty will be commenced from the actual date of Installtion in the office concerned, as verified by the concerned office .
- (4) During warranty period, any failure in the Items, Components should be rectified within maximum period of one week. Provided penalty will be charged or recovered as per the "Draft Agreement".
- (5) Tenderor should clarify the make and model of Tablet and earphones and also provide the sample/cateloge of Tablets, earphone and Stand to Hold Tablets.
- (6) Accessories will be supplied as per approved sample pieces retained by the Committee.
- (7) All the specifications mentioned are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall be considered with no extra weightage for such deviations.

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ANNEXURE-2: FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidder as a part of the NIT)

Date:

Place:

Registrar General
Rajasthan High Court,
Jodhpur

Dear Sir,

Sub: Selection of a Bidder for the **FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF 40 NUMBER OF TABLET AT RAJASTHAN HIGH COURT JODHPUR & JAIPUR BENCH, JAIPUR.**

Please find enclosed one copy of our "Notice Inviting Tender" (NIT) in response to the issuance of NIT by RHC **FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF 40 NUMBER OF TABLET AT RAJASTHAN HIGH COURT JODHPUR & JAIPUR BENCH, JAIPUR.** We hereby confirm the following:

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

For and on behalf of

Signature (with seal)
(Authorised Representative/
Signatory) Name of the
Person.....
Designation.....
..... (Kindly attach
the authorization letter)

दिनांक :
स्थान :



हस्ताक्षर निविदादाता
मय पता सील मोहर

लगातार.....11

ANNEXURE-3: SELF-DECLARATION NO BLACKLISTING
{to be filled by the bidder on Rs. 100/- Non Judicial Stamp}

To,

{Tendering Authority},

In response to the NIT No.: **HC/SK/Procurement/2024-25/84 Dated 13.02.2025** for the **Supply, Installation & Maintenance of 40 number of Tablets at Rajasthan High Court, Jodhpur & Jaipur Bench, Jaipur**, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

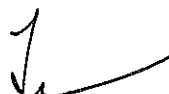
Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

दिनांक :
स्थान :



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**ANNEXURE- 4: UNDERTAKING ON AUTHENTICITY OF ALL ITEMS
and ALLIED EQUIPMENTS**

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

To,
{Tendering Authority},

Reference: **NIT No.** HC/SK/Procurement/2024-25/84 Dated 13.02.2025

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.



दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर
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ANNEXURE-5: 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/2024-25/84** Dated **13.02.2025**

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	Period of end of sale (in months)	Period of end of service	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:



दिनांक :
स्थान :

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ANNEXURE-6 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 :



हस्ताक्षर निविदादाता
मय पता सील मोहर

ANNEXURE-7 DRAFT AGREEMENT FORMAT

(As per rules on Non-Judicial Stamp Paper of Rs. 500/-)

{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/Procurement/2024-25/84** Dated **13.02.2025** 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.
- 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 %*
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.50%
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.00%
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.50%
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.00%

7/11. /

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

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

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1

Witness No.2

