



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2541338, 2545516 Fax No. 0291-2546974, Pin Code – 342001, Email – hc-rj@nic.in

राजस्थान उच्च न्यायालय, जोधपुर ई-निविदा सूचना

क्रमांक: एचसी/एसके/2018-19/682

दिनांक : 25.01.2019

राजस्थान उच्च न्यायालय, जोधपुर में स्वयं की फोटो स्टेट मशीन पर फोटो कॉपी का कार्य करने हेतु दरों के सम्बन्ध में एक वर्ष के अनुबंध के लिए आनलाईन निविदाएँ आमंत्रित की जाती हैं। उक्त निविदा हेतु निविदा प्रपत्र, सूचना, शर्तें तथा टेण्डर फार्म राज्य सरकार के निविदा पोर्टल <https://eproc.rajasthan.gov.in> एवं कार्यालय की वेबसाइट से <http://www.hcraj.nic.in> कार्यालय द्वारा निर्धारित की गई अवधि में डाउनलोड किये जा सकते हैं। निविदा का विवरण निम्नानुसार है:-

अनुमानित लागत	10,00,000 /- (रुपये दस लाख मात्र)
अमानत राशि (D.D./Banker Cheque/Cash) (in favour of Registrar General, Rajasthan High Court, Jodhpur)	अनुमानित लागत का 2%
निविदा शुल्क (D.D./Banker Cheque/Cash) (in favour of Registrar General, Rajasthan High Court, Jodhpur)	500 /- (रुपये पाँच सौ मात्र)
प्रक्रिया शुल्क (D.D./Banker Cheque/Cash) (in favour of M.D., RISL, Jaipur)	500 /- (रुपये पाँच सौ मात्र)
निविदा प्रपत्र व शर्तें डाउनलोड करने की अवधि व समय	दिनांक 29.01.2019 प्रातः 10 बजे से दिनांक 04.02.2019 सांय 4 बजे तक
निविदा प्रपत्र व शर्तें वेबसाइट पर अपलोड करने की अवधि व समय	दिनांक 29.01.2019 प्रातः 11 बजे से दिनांक 04.02.2019 सांय 5 बजे तक
निविदा प्रपत्र मय अमानत राशि, निविदा शुल्क, प्रक्रिया एवं आवश्यक दस्तावेज सहित कार्यालय में प्रस्तुत करने की अन्तिम तिथि व समय	दिनांक 05.02.2019 दोपहर 02:30 बजे तक
निविदा खोले जाने की तिथि, समय व स्थान	दिनांक 05.02.2019 सांय 4 बजे रजिस्ट्रार (प्रशासन), राजस्थान उच्च न्यायालय, जोधपुर
निविदा प्रपत्र सामने दर्शायी वेबसाइट से भी डाउनलोड की जा सकती है	http://www.hcraj.nic.in/ , https://eproc.rajasthan.gov.in

आज्ञा से,

रजिस्ट्रार (प्रशासन)



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:: 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: .2541338, 2545516 फैक्स: 0291-2546974, ईमेल – hc-rj@nic.in
2. निविदा सूचना राज्य सरकार के नियमों के अनुसार समाचार पत्रों में जारी करने साथ राजस्थान सरकार एवं विभाग की अधिकृत वेबसाइट <http://hcraj.nic.in/tender.aspx> एवं <https://eproc.rajasthan.gov.in/nicgep/app> पर प्रकाशित की जायेगी।
3. निविदादाता से अपेक्षित है कि वह आनलाइन निविदा 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 तिथी से पूर्व तक कार्यालय समय में सम्पर्क किया जा सकता है। तथापि विभाग किसी प्रकार के लिखित स्पष्टीकरण हेतु बाध्य नहीं है। निर्धारित समय के पश्चात प्राप्त निविदाओं पर विचार नहीं किया जाएगा।
4. निविदादाता द्वारा निविदा के साथ अथवा उससे पूर्व निविदा शुल्क एवं बयाना राशि विहित रूप में जमा करानी अनिवार्य है जिसके बिना निविदा निरस्त समझी जायेगी। तथापि, यदि निविदादाता किसी प्रकार की नियमानुसार छूट चाहता है तो उसे निविदा में उसका उल्लेख करते हुए सम्बन्धित प्रपत्रों की स्व-सत्यापित प्रतियां संलग्न की जानी चाहिए अन्यथा उक्त निविदा को छूट के योग्य नहीं समझा जायेगा।
5. 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। प्राप्त निविदाओं का तकनीकी मूल्यांकन करने के पश्चात तकनीकी रूप से सफल निविदादाताओं की वित्तीय निविदायें खोली जायेंगी।
6. निविदादाता द्वारा निविदा निर्धारित प्रारूप मय अनुलग्नकों के तथा प्रत्येक पृष्ठ पर हस्ताक्षर कर व मोहर लगाकर वेबसाइट पर अपलोड करना होगा।
7. विभाग को किसी भी स्तर पर निविदा को, पूर्ण अथवा भाग को, स्वीकार अथवा निरस्त करने का पूर्ण अधिकार होगा। अस्वीकृत/निरस्त निविदाओं के निविदादाताओं से कोई विचार-विमर्श नहीं किया जायेगा।
8. निविदा प्रपत्र में बतायी गयी शर्तों के अतिरिक्त निविदादाता की कोई भी अन्य शर्त स्वीकार नहीं की जायेगी।

B. निविदा की शर्तें

1. निविदाएँ मुहरबंद लिफाफे में भेजी जानी चाहिये। निविदा का लिफाफा 'रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर' के नाम से संबोधित होगा एवं फर्म का नाम व पता मय मोबाइल नम्बर अंकित होना चाहिये।
2. फोटो कॉपी के कार्य की दरों के सम्बन्ध में निविदाएँ वार्षिक अनुबन्ध के तहत माँगी गई है। कार्य की मांग के आधार पर फोटोकॉपी प्रतियाँ की संख्या कम या अधिक भी हो सकती है।
3. निविदा में वर्णित अनुसार फोटोकॉपी पेपर हेतु 75 GSM JK Sparkle के फोटोस्टेट पेपर का पेपर ही उपयोग में लिया जायेगा एवं इस हेतु पेपर की 75 GSM JK Sparkle के पेपर की दरें एवं पेपर का नमूना मय ब्राण्ड लिखकर संलग्न करना होगा। कार्यालय द्वारा पेपर उपलब्ध करवाये जाने की स्थिति में दरें पृथक से देनी होगी।



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4. दरें सभी कर एवं लागतें यथा श्रम, स्याही आदि सहित होगी। पेपर रहित कार्यादेश होने की स्थिति में राजस्थान उच्च न्यायालय, जोधपुर कार्यालय द्वारा मात्र पेपर, बिजली एवं जगह उपलब्ध करवाई जायेगी तथा पेपर सहित कार्यादेश होने की स्थिति में बिजली एवं जगह ही कार्यालय द्वारा उपलब्ध करवाई जायेगी। इसके अलावा अन्य मद में कोई सामान, सुविधा अथवा कार्य के लिये किसी राशि का भुगतान नहीं किया जावेगा।
5. निविदादाता स्वीकृत दरों पर फोटोकॉपी के कार्य को अथवा उसके किसी सारवान भाग को किसी अन्य एजेंसी को नहीं सौपेगा। (सबलेट नहीं करेगा)
6. यदि फोटो कॉपी का कार्य राजस्थान उच्च न्यायालय, प्रशासन की संतुष्टि के अनुसार नहीं किया जाता है तो फर्म की निविदा किसी भी समय निरस्त की जा सकती है और अन्य फर्म से कार्य करवाने पर अन्तर की राशि के लिये फर्म जिम्मेवार रहेगी।
7. आदेश जारी किये जाने के बाद कार्य समय पर शुरू नहीं करने पर प्रति दिवस 1,000/- रुपये की दण्डस्वरूप वसूल की जावेगी। साथ ही फोटो कॉपी करने का खर्च वसूल किया जावेगा तथा अमानत राशि भी जब्त कर ली जावेगी।
8. यदि क्रेता अधिकारी द्वारा फोटोकॉपी का कार्य निविदा सूचना में निर्दिष्ट मात्रा से कम कार्य करवाया जाता है तो निविदादाता किसी क्षतिपूर्ति का दावा करने का अधिकारी नहीं होगा।
9. निविदादाता को अनुमानित क्रय राशि की 2 प्रतिशत राशि कार्यालय में धरोहर राशि के रूप में नकद अथवा डिमाण्ड ड्राफ्ट के रूप में जमा करवानी होगी। डिमाण्ड ड्राफ्ट रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर के नाम से देय होगा। निविदा प्रपत्र के साथ नगद की रसीद या डिमाण्ड ड्राफ्ट मूल रूप से संलग्न करना होगा।
10. यदि निविदादाता निविदा खोलने के बाद किन्तु निविदा स्वीकार करने से पहले प्रस्ताव को वापिस लेता है, या रूपान्तरण करता है या विहित करार निष्पादित नहीं करता है या निविदा स्वीकार करने के बाद सिक्कुरिटी राशि जमा नहीं कराता है या आदेशित सामग्री की आपूर्ति प्रदान करने में विफल रहता है तो बयाना राशि जब्त कर ली जायेगी।
11. सर्शत निविदा स्वीकार नहीं होगी।
12. क्रय समिति को फोटो कॉपी का कार्य गुणवत्ता एवं लागत के आधार पर निविदा का निर्णय करने का पूर्ण अधिकार होगा। क्रय समिति न्यूनतम निविदादाता व निविदादाताओं को **Negotiation** के लिये आमंत्रित कर सकती है। इसके बावजूद दरें अनुकूल नहीं पाये जाने पर अथवा सामग्री वांछित गुणवत्ता की न होने पर निविदा निरस्त की जा सकती है जिसके लिए निविदादाता को कोई दावा करने का अधिकार नहीं होगा।
13. रिक्विजेशन स्लिप से मिलान करके प्रशासनिक अधिकारी (न्यायिक) **Copying Section** करवायी गई फोटो कॉपी की संख्या का भौतिक सत्यापन कर एक प्राप्ति रसीद देगा। फर्म को बिलों का भुगतान उक्त सत्यापित प्राप्ति रसीद के संलग्न करने पर ही होगा। रसीद के अभाव में भुगतान नहीं किया जायेगा।
14. निविदादाता को उक्त मुद्रण के लिये वांछित अनुभव, अपने सेट अप एवं अपने प्रतिष्ठान में उपलब्ध संसाधनों का विवरण संलग्न करेगा। निविदादाता अपने सेट अप में किये गये कार्य के नमूने भी संलग्न करेगा। माननीय क्रय समिति फर्म या उसके प्रतिनिध की कार्य क्षमता निरीक्षण कर तदनुसार निष्पन्न करने के लिए स्वतन्त्र होंगे।
15. सम्पूर्ण वर्ष कार्य संतोषप्रद पाये जाने पर अनुबंध की अवधि नियमानुसार बढ़ायी जा सकेगी।



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16. क्रय समिति कार्य की प्रकृति का देखते हुए सभी निविदादाताओं को एक साथ वार्ता एवं के Negotiation लिये बुलवाने के लिए स्वतंत्र होगी।

17. क्रेता अधिकारी को बिना कारण बताए निविदा को किसी स्तर पर निरस्त करने का अधिकार होगा।

C. पात्रता के मानदंड (Eligibility Criteria)

1. **कार्यानुभव:**— निविदादाता इस तरह के कार्य के लिये वांछित अनुभव, अपने सैट अप एवं अपने प्रतिष्ठान में उपलब्ध संसाधनों का विवरण संलग्न करेगा। निविदादाता अपने सैट अप में किये गये कार्य के नमूने भी संलग्न करेगा। माननीय क्रय समिति या उसके प्रतिनिधि की कार्य क्षमता निरीक्षण कर तदनुसार निर्णय करने के लिए स्वतन्त्र होंगे।

D. अमानत राशि/प्रतिभूति राशि

1. निविदादाता को निविदा प्रपत्र के अनुरूप 2 प्रतिशत राशि डिमाण्ड ड्राफ्ट के रूप में अमानत 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 कार्यादेश (Work Order) प्राप्ति के पश्चात 7 दिवस के भीतर Rajasthan Transparency in Public Procurement Rules, 2013 के नियम 75 के प्रावधानों के अनुसार 10 प्रतिशत राशि नकद/ बैंक गारण्टी/डी.डी. प्रतिभूति के रूप रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में जमा करानी होगी, जिसको पूर्व में जमा 2 प्रतिशत अमानत राशि का समायोजन किया जा सकेगा।
3. 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।
4. सभी असफल निविदादाताओं को उनके द्वारा जमा अमानत राशि निविदा के सफल निस्तारण के पश्चात लौटा दी जायेगी तथा इसके लिये किसी प्रकार ब्याज इत्यादि देय नहीं होगा।

E. पात्रता के मानदंड (Eligibility Criteria)

1. **निविदा मूल्य :** निविदादाताओं को निविदा प्रपत्र के साथ निर्धारित निविदा मूल्य आवश्यक रूप से जमा करवाया जाना है जिसके बिना निविदा निरस्त समझी जायेगी।
2. निविदाएँ खोली जाने की दिनांक से 60 दिन तक निविदा की दरें स्वीकृत की जा सकेंगी। इसके बाद स्वतः ही निरस्त हो जावेगी।
3. निविदादाता या उसके प्रतिनिधि की ओर से प्रत्यक्ष या अप्रत्यक्ष रूप से अपना पक्ष समर्थन कराने की एक प्रकार की अनर्हता होगी।
4. ई-निविदा प्रक्रिया शुल्क 500/— रुपये का डिमाण्ड ड्राफ्ट/बैंकर्स चेक MD, RISL, Jaipur के नाम से देय हो, को मूल ही प्रस्तुत करना होगा।
5. निविदा दस्तावेजों का मूल्य 500/— रुपये का डिमाण्ड ड्राफ्ट/बैंकर्स चेक Registrar General, Rajasthan High Court, Jodhpur के नाम हो, को मूल ही प्रस्तुत करना होगा।

F. प्रतिभूति राशि का समपहरण (Forfeiture of Security Deposit) :-

निम्नलिखित मामलों में प्रतिभूति राशि को समपहृत कर लिया जाएगा:-

- (a) जब संविदा में किन्हीं निबंधनों और शर्तों का उल्लंघन किया गया हो,
- (b) जब निविदादाता सम्पूर्ण प्रदाय सन्तोषजनक ढंग से करने में असफल रहता हो,
- (c) जमा कराई गई प्रतिभूति निक्षेप को समपहृत करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा,
- (d) प्रतिभूति निक्षेप का प्रतिदाय:- अनुबन्ध की अवधि समाप्त होने के तीन माह पश्चात प्रतिभूति निक्षेप निविदादाता को लौटा दिया जावेगा।



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G. अपात्रता

1. निविदाएं निम्न कारणों से अपात्र घोषित की जा सकती हैं :
 - (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 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।
 - (i) 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।
 - (j) अल्प वैधता वाली निविदा प्रस्तुत करना।

H. सामान्य नियम, शर्तें एवं भुगतान

निविदा हेतु सामान्य नियम एवं शर्तें निम्नानुसार रहेंगे।

1. ठेकेदार/निविदादाता स्वयं के अधीनस्थ कर्मियों के चाल चलन एवं चरित्र के लिये पूर्ण रूप से जिम्मेदार होगा।
2. सफल निविदादाता को कार्यादेश दिए जाने की दिनांक से 10 दिवस में लागत का 0.25 प्रतिशत या अधिकतम 15000 के स्टाम्प पर लिखित अनुबन्ध प्रस्तुत करना होगा।
3. माननीय क्रय समिति कार्य की प्रकृति को देखते हुए सभी निविदादाताओं को एक साथ वार्तालाप के लिये बुलवाने के लिए स्वतंत्र होगी।
4. निविदा को किसी स्तर पर रद्द करने का अधिकार रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में निहित रहेगा।
5. उपरोक्त शर्तों के अतिरिक्त General Financial and Accounts Rules एवं RTPP Rules, 2013 and RTPP Act, 2012 के प्रावधान लागू होंगे।

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर



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 abiding 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, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, 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, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:

Place :

Signature of Bidder

Name:

Designation:

Address:



Annexure-C **Grievance Redressal during Procurement Process**

The designation and address of the Appellate Authority

(1) Filling 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 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 lien 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 Filling Appeal

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



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(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 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



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. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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



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Annexure-E

DRAFT AGREEMENT FORMAT

(As per rules on 0.25 % on Rs. 15000/- Non-Judicial Stamp Paper)

{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: -

- Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated. _____ valid upto _____.
- Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- 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:

- 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.
- 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/** **Dated** 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.
- 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.
- 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.
- The mode of payment will be as specified in this bidding document/ work order.



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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	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.0 %

Note:

- 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.
- The maximum amount of liquidated damages shall be 10% of the desired Lot.
- *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-1

RAJASTHAN HIGH COURT, JODHPUR

TENDER FOR PHOTOCOPIES WORK {to be filled by the bidder}

No. HC/SK/2018-19/682 dated 25.01.2019

Addressed to :

Name of the Tendering Authority	Registrar General
Address	Rajasthan High Court, High Court Campus, Jodhpur, (Rajasthan) – 342001
Telephone	0291-2541338, 2545516
Tele Fax	0291-2546974
Email	hc-rj@nic.in (clearly mention the NIT no. in the subject of the mail)

Firm Details :

Name of Firm			
Name of Contact Person with Designation			
Registered Office Address			
Address of the Firm			
Year of Establishment			
Type of Firm (Public Limited/ Private Limited/ Partnership/ Proprietary)			
Telephone Number(s)			
Email Address/ Web Site	Email: _____	Web-Site: _____	
Fax No.			
Mobile Number			
Certification/Accreditation/Affiliation, if Any			

- 3) The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. _____ dated _____.
- 4) The requisite RISL processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/ BC _____ dated _____.
- 5) The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- 6) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2541338, 2545516 Fax No. 0291-2546974, Pin Code – 342001, Email – hc-rj@nic.in

ANNEXURE-2: SELF-DECLARATION – NO BLACKLISTING {to be filled by the bidder}

To,

{Tendering Authority},

_____,

In response to the Tender/ **NIT: No. HC/SK/2018-19/682** dated 25.01.2019 for {Tender for Rate Contract for photocopy work at Rajasthan High Court, Jodhpur}, 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:



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ANNEXURE-3: PRICE BID(BoQ) (on e-Proc website):

Tender Inviting Authority: Registrar General, Rajasthan High Court, Jodhpur							
Name of Work: Tender for Rate Contract for photocopy work at Rajasthan High Court, Jodhpur							
Contract No: HC/SK/2018-19/682 dated 25.01.2019							
Bidder Name :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures To be entered by the Bidder Rs. (inclusive all taxes) FOR Store	TOTAL AMOUNT (inclusive all taxes) FOR Store	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1.1	Photo copy work of Office documents without paper (paper provided by office) On legal size Paper	100000 copies per Month	Nos				INR Zero Only
1.2	Photo copy work of Office documents with paper (paper 75 GSM, White & Branded Quality) On legal size Paper	100000 copies per Month	Nos.				INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only			

The rates shall be filled up separately in given format on e-procurement portal with financial bid.



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ANNEXURE-4: PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}

(To be submitted on Non-Judicial stamp paper accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jodhpur)
(Payable at par at Jodhpur)

To,

Registrar General,
Rajasthan High Court,
Jodhpur.

1. In consideration of the Rajasthan High Court, Jodhpur (RHC) (hereinafter called "RHC") having agreed to exempt M/s (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..... dated made between the Rajasthan High Court, Jodhpur through Registrar General and (Contractor) for the work (hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees only), we (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the Rajasthan High Court, Jodhpur an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RHC. Any such demand made on the bank by the RHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RHC and We..... (Indicate the name of Bank), bound ourselves with all directions given by RHC regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We..... (indicate the name of Bank), undertake to pay to the RHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We..... (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <-----Date > and that it shall continue to be enforceable for above specified period till all the dues of RHC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RHC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the RHC that the RHC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RHC against the said Contractor(s) and to forbear or enforce any of the RFP for



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selection of Vendor for supply of all items throughout the State of Rajasthan terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RHC or any indulgence by the RHC to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RHC in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RHC may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jodhpur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jodhpur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

(2)

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:



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GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RHC
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:



Annexure-5

घोषणा पत्र

(फर्म द्वारा स्वयं के लेटर हेड पर घोषणा पत्र)

उपरोक्त समस्त जानकारी शर्तों को मैंने/हमने अच्छी तरह अध्ययन कर लिया है। मुझे/हमें यह भी स्वीकार है कि श्रीमान रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर को निर्णय हमारे लिये मान्य होगा। यह भी प्रमाणित किया जाता है कि मेरी/हमारी फर्म द्वारा वास्तव में निविदा में चाहा गया व्यवसाय किया जाता है तथा वांछित मशीन/ उपकरण/ तकनीकी अनुभव व तकनीकी कर्मचारी आदि 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 को पूर्ण रूप से समपहत किया जा सकेगा तथा बिड को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर