

RAJASTHAN HIGH COURT BENCH, JAIPUR

No. RHC/B/STORE/2020-21/791

Date- 14.05.2020

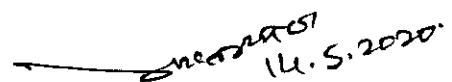
Open Bid Notice for Rate Contract

Sealed Bids are invited for the supply of Coolers from the manufactures/authorized distributors/dealers for the Rajasthan High Court Bench, Jaipur. Rates will be effective from the date of approval letter.

S. No.	Name of Items	Quantity	Approx. Cost Rs. (In lac)	Earnest Money (In Rs.)
1	Cooler	13	Rs.2,30,100/-	Rs.4,600/-

Bid forms, with terms & conditions, can be downloaded from High Court Website - <http://hcraj.nic.in> and SPP Portal of Finance Department. A Demand Draft / Banker Cheque of Rs. 400/- in favor of Registrar (Administration) Rajasthan High Court Bench, Jaipur should be enclosed for tender documents fees downloaded from above mentioned website.

Bids in a sealed envelope marked conspicuously "Bid for Cooler" should reach on or before 20.05.2020 upto 1:00 PM. The Bids will be opened on 21.05.2020 at 11:00 AM before Purchase Committee, in presence of interested bidders or their authorized representatives.


Registrar (Administration)

Bid form for:- Cooler
Bid form fee: Rs. 400/-

RAJASTHAN HIGH COURT BENCH, JAIPUR
BID – FORM

1. Bid for (Mention name of item / items).....
2. Name and postal address of the firm submitting tender
3. Address to Registrar (Administration),
Rajasthan High Court Bench, Jaipur
4. Reference
5. The tender fee amounting to Rs. 400/- has been deposited vide DD No. dated Or Bankers Cheque no. dated. is enclosed.
6. We agree to abide by all the conditions mentioned in Bid Notice No. RHCBS/STORE/2020-21/ Dated and also the further condition of the said Bid Notice given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the term mentioned therein).
7. The rates for the supply of items and the quantity to be supplied noted against each are as under :-

Cooler				
<i>Sr. No.</i>	<i>Name of Items</i>	<i>Unit</i>	<i>Approx Req. Qty.</i>	<i>Offered Price (Incl. Applicable Taxes) per unit</i>
<i>1</i>	Cooler Motor type- Single Phase. 3 Speed, RPM/Wattage/Hp-950 RPM/490*W/0.67* Hp, Fan Type/Fan Noise-Axial Fan – 30 Inch/68* db, Air Flow (M3/H)/CFM- 18000*CMH/10500*CFM, Cooling Pad size- 1100x100x1150mm	Nos.	13 Nos.	

8. The rates quoted above are valid for one year w.e.f. date of approval letter. The period can be extended with mutual agreement consent as per rules.
9. Bank Draft/Bankers Cheque No. drawn on (Name of Banker) and date for Rs. to cover earnest money is enclosed.
10. GST Registration Certificate is submitted herewith.
11. Declaration of manufacturer/Dealer etc., is also enclosed.

Signature of tenderer

Bid Conditions for Coolers

निविदा-दाताओं को इन शर्तों को सावधानीपूर्वक पढ़ना चाहिये तथा अपनी निविदा भेजते समय इनका पूर्णरूपेण ध्यान रखते हुये प्रत्येक पृष्ठ पर हस्ताक्षर कर निविदा के साथ लौटावें।

1. निविदाएँ मुहर बंद लिफाफे में भेजी जानी है।
2. निविदा प्रपत्र के साथ जी.एस.टी. पंजीयन प्रमाण पत्र संलग्न होना चाहिए।
3. निविदा प्रपत्र स्याही वाले पैन द्वारा भरा जावे या टंकित होना चाहिये तथा दरें शब्दों एवं अंको, दोनों में बिना कांट-छांट स्पष्ट रूप में अंकित की जानी चाहिए। शब्दों एवं अंको में राशि में अन्तर होने पर शब्दों में अंकित राशि सही मानी जावेगी।
4. निविदादाता को निर्माता/अधिकृत विक्रेता/डीलर होने का प्रमाण पत्र संलग्न करना होगा।
5. दरें गन्तव्य स्थान राजस्थान उच्च न्यायालय पीठ, जयपुर तक एफ.ओ.आर. उद्धृत की जानी चाहिए। जिसमें सभी कर एवं लागते समाहित होनी चाहिये। निविदा की अवधि में राज्य सरकार/केन्द्र सरकार द्वारा करों में कमी अथवा वृद्धि की जाती है, तो दोनों पक्षों को मान्य होगी।
6. सफल निविदादाता से दर-निविदा अवधि में अनुमोदित दर पर कभी भी खरीद की जा सकती है।
7. निविदाएँ खोली जाने की दिनांक से तीन माह तक निविदा की दरें स्वीकृत की जा सकेंगी, उसके बाद निविदाएँ स्वतः ही निरस्त हो जावेगी।
8. निविदादाता अपनी स्वीकृत दरों के आईटम्स की सप्लाय के कार्य को अथवा उसके किसी सारवान भाग को किसी अन्य एजेन्सी को नहीं सौंपेगा। (सबलेट नहीं करेगा)
9. निविदा में मांगी गयी सामग्री का पूर्ण विवरण देना होगा।
10. यदि माल की आपूर्ति क्रेता अधिकारी की संतुष्टि के अनुसार नहीं की जाती है, तो निविदादाता को सुनवाई का एक उचित अवसर देने के बाद क्रेता अधिकारी निविदा/निविदा को किसी भी समय निरस्त कर सकता है।
11. निविदादाता या उसके प्रतिनिधि की ओर से प्रत्यक्ष या अप्रत्यक्ष रूप से अपना पक्ष समर्थन कराना एक प्रकार की अनर्हता होगी।
12. क्रयादेश जारी किये जाने के बाद माल की आपूर्ति निर्धारित समयावधि में की जानी होगी।
13. यदि क्रेता अधिकारी किन्हीं निविदा वस्तुओं की खरीद नहीं करता है तो निविदादाता किसी क्षतिपूर्ति का दावा करने का अधिकारी नहीं होगा।
14. जिस निविदादाता की निविदा स्वीकार की जावेगी उसे 5 प्रतिशत सिक्यूरिटी डिमांड ड्राफ्ट के रूप में, जो रजिस्ट्रार (प्रशासन) के पक्ष में देय हो, जमा करानी होगी। बयाना राशि सिक्यूरिटी डिपोजिट में समायोजित कराई जा सकेगी।
15. यदि निविदादाता निविदा खोलने के बाद किन्तु निविदा स्वीकार करने से पहले प्रस्ताव को वापिस लेता है, या रूपान्तरण करता है या विदित समय में करार निष्पादित नहीं करता है या निविदा स्वीकार करने के बाद सिक्यूरिटी राशि जमा नहीं कराता है या आदेशित सामग्री की आपूर्तिप्रदान करने में विफल रहता है तो बयाना राशि जब्त कर ली जायेगी।
16. क्रेता अधिकारी को बिना कारण बताये निविदा को किसी भी स्तर पर निरस्त करने का अधिकार होगा।
17. सशर्त निविदा निरस्त योग्य होगी।
18. क्रयादेश की निर्धारित अवधि में सामग्री प्रदान नहीं करने पर शास्ति (लिक्विडिटे डेमेज) निम्न प्रकार वसूली योग्य होगी:-
 - i. विदित सुपुर्दगी अवधि की एक चौथाई अवधि के विलम्ब के लिये क्रयादेश की राशि का 2.5 प्रतिशत।
 - ii. विदित सुपुर्दगी अवधि की एक चौथाई अवधि से अधिक किन्तु आधी अवधि तक के विलम्ब के लिये क्रयादेश राशि का पाँच प्रतिशत।

- iii. विदित सुपुर्दगी अवधि की आधी अवधि से अधिक किन्तु तीन चौथाई अवधि तक के विलम्ब के लिये क्रयादेश का साढ़े सात प्रतिशत।
- iv. विदित सुपुर्दगी अवधि की तीन चौथाई से अधिक अवधि के विलम्ब के लिये क्रयादेश राशि का दस प्रतिशत।
19. प्रावधान में विलम्ब की अवधि की गणना के लिये आधे दिन से कम भाग को छोड़ दिया जावेगा एवं शास्ति की अधिकतम राशि दस प्रतिशत होगी।
20. क्रय समिति को निविदा वस्तुओं की गुणवत्ता एवं लागत के आधार पर निर्णित करने का पूर्ण अधिकार होगा। क्रय समिति नियमानुसार निविदादाताओं को निगोसियेशन के लिये आमंत्रित कर सकती है। इसके बावजूद भी दरें अनुकूल नहीं पाये जाने पर अथवा सामग्री वांछित गुणवत्ता की न होने पर निविदा निरस्त की जा सकती है।
21. क्रय समिति को पूर्ण अथवा आंशिक निविदा स्वीकार करने अथवा अस्वीकार करने का पूर्ण अधिकार होगा।
22. निविदा के साथ निविदादाता द्वारा नियमानुसार बयाना राशि का डी.डी. (निविदा में शामिल मद अनुसार) रजिस्ट्रार (प्रशासन), राजस्थान उच्च न्यायालय पीठ, जयपुर के नाम से देय संलग्न करना होगा।
23. क्रय समिति आवश्यकतानुसार क्रय कर सकती है। जिन फर्मों की निविदा स्वीकार की जाएगी, उन्हें मांग के अनुसार आईटम्स की सप्लाई कार्यालय द्वारा निर्धारित अवधि के भीतर करनी होगी। माल की सप्लाई आदेशानुसार या समय पर नहीं होने पर फर्म के विरुद्ध नियमानुसार कार्यवाही की जाएगी तथा कार्यालय को होने वाली वित्तीय क्षति का उत्तरदायित्व सम्बन्धित फर्म का होगा।
24. अनुबंधकर्ता द्वारा प्रस्तुत किसी भी प्रमाण पत्र में त्रुटि पाये जाने पर नियमानुसार विधिक कार्यवाही की जावेगी।
25. आवश्यकता होने पर दर संविदा की अवधि उसी कीमत, शर्तों पर राजस्थान लोक उपापयन पारदर्शिता नियम, 2013 के अनुसार बढ़ाई जा सकेगी।
26. सभी Items की दरें उचित मानक इकाई में 'कोट' की जानी चाहिए यथा प्रति पैकेट, प्रति नग प्रति हजार आदि।
27. किसी भी विवाद की स्थिति में रजिस्ट्रार (प्रशासन) का निर्णय अंतिम व मान्य होगा।
28. निर्धारित तिथि के बाद प्राप्त निविदाओं पर कोई विचार नहीं किया जायेगा।
29. उपर्युक्त शर्तों के अतिरिक्त सामान्य वित्त एवं लेखा नियम एवं राजस्थान लोक उपापन में पारदर्शिता नियम में उल्लेखित प्रावधान यथा स्थान लागू रहेंगे।

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:

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:-

- (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 there of relating to the matter.
- (c) 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.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

**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 in current financial year 2017-18 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.