

राजस्थान सरकार

निदेशालय चिकित्सा एवं स्वास्थ्य सेवायें, राजस्थान जयपुर

क्रमांक: सीडी स्टोर/2019/18)

दिनांक: 05.03.19

निदेशक,  
सूचना एवं जनसम्पर्क निदेशालय,  
राजस्थान, जयपुर।

विषय :- निविदा सूचना प्रकाशित करने बाबत।

महोदय,

उपरोक्त विषयान्तर्गत संलग्न निविदा सूचना संख्या 06/2018-19 8 प्रतियों में संलग्न कर निवेदन है कि निविदा सूचना को नियमानुसार 50 हजार प्रतियों और उससे अधिक का परिचालन रखने वाले राज्य स्तरीय मुख्य दैनिक समाचार पत्र एवं डी.आई.पी.आर. की वेबसाइट पर अतिशीघ्र ही प्रकाशित करवाने का श्रम करावें।

संलग्न-उपरोक्तानुसार।

निदेशक

निदेशक (जन.स्वा.) एवं अध्यक्ष  
स्टेट प्रोग्राम कमेटी (अंधता)  
चिकित्सा एवं स्वास्थ्य सेवायें,  
राजस्थान, जयपुर

दिनांक:

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प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:

1. निजी सहायक, निदेशक (जनस्वास्थ्य), मुख्यालय।
2. प्रभारी, सर्वर रूम, मुख्यालय को भेजकर निर्देशित किया जाता है कि उक्त निविदा सूचना संख्या 06/2018-19 को विभागीय वेबसाइट पर अपलोड करें।
3. एस.पी.पी.पी. पोर्टल पर अपलोड करवाने हेतु।
4. कार्यालय पत्रावली।


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The summary of various activities with regard to this invitation of bids are listed in the table below:

Start Date of Submission of Bidding Document	Upto 05.03.2019 at 11.00 AM
Last date & time for submission of Bidding Document	13.03.2019 at 05.00 P.M.
Time and date of opening of Technical bids	14.03.2019 at 11.00 A.M.
Place of opening of bids	Directorate of Medical & Health Services Rajasthan, Jaipur
Tender Form Fee	Rs.500/- (in favour of State Programme Committee Blindness, Jaipur)
<b>Total Estimated Project Cost- Rs. 07.00 Lacs</b>	
<b>Earnest money (Bid Security)- Rs. 14000/- (In Favour of State Programme Committee (Blindness), Jaipur.)</b>	

- Bid invitation may be cancelled at any time without any prior notice by the Director (PH), Medical & Health Services, Rajasthan, Jaipur.
- In Case of holiday on technical bid opening day the bid shall be opened on next day.

  
**Director (PH) & Chairman  
State Programme Committee (Blindness)  
Medical & Health Services,  
Rajasthan, Jaipur**

<b>Name of the Bidding Company/ Firm:</b>			
<b>Contact Person (Authorised Bid Signatory):</b>			
<b>Correspondence Address:</b>			
<b>Mobile No.</b>		<b>Telephone &amp; Fax No.:</b>	
<b>Website &amp; E-Mail:</b>			

**Websites:**

**<http://sppp.rajasthan.gov.in>**

## **SUPPLY OF PROTECTOR**

### **MEDICAL & HEALTH SERVICES, RAJASTHAN, JAIPUR**

#### **Invitation for Bids (IFB) and Notice Inviting Bid (NIB)**

Directorate, Medical & Health Services, Rajasthan, Jaipur invites sealed single stage two envelopes unconditional competitive bids from eligible bidders for supply of Protector in NPCB Programme, who are bonafide registered manufacturers/authorized sole distributors. The tender/bid shall be submitted physically to Directorate of Medical & Health Services, Jaipur.

**Name and Address of the Procuring Entity –** Director (PH) & Chairman, State Programme Committee (Blindness), Medical & Health Services, Rajasthan, Jaipur

**Subject Matter of Procurement-** Supply of Automatic Neutral Failure protector & high voltage/440V- Phase to Phase Protector

**Website for downloading bidding document, corrigendum and addendums -**

<http://sppp.rajasthan.gov.in>

#### **Total Estimated Procurement Cost-**

S.No.	Name of Item	Qty.	Estimated Cost
1.	Automatic Neutral Failure protector & high voltage/440V- Phase to Phase Protector	7	Rs. 07.00 Lacs

**Earnest Money Deposit-** In the form of Demand Draft/Bankers Cheque in favour of State Programme Committee (Blindness), Rajasthan Jaipur

**Tenderer should submit original Demand Drafts/Bankers cheque for earnest money of Tender fees and Declaration –13.03.2019 upto 05.00 P.M., the date of opening of technical bid is 14.03.2019 at 11.00 A.M. in the Office of Directorate of Medical & Health Services, Rajasthan, Jaipur.**

**Period of validity of Bids-** Bid submitted by the bidders shall remain valid for 90 days from the date of opening of technical bid.

#### **Note-**

1. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
2. No contractual obligation whatsoever shall arise from the bidding document /bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.

3. Procurement entity disclaims any factual or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid proposal.
4. The complete bidding document has been published on the website <http://sppp.rajasthan.gov.in> for the purpose of downloading.
5. A single-stage two envelope selection procedure shall be adopted.
6. Bidder (authorised signatory) shall submit their offer physically both for technical and financial proposal. However, DD/BC for Tender Fees and DD/BC of EMD, Declaration, Annex. 3 & 4 should be submitted physically at the office of Directorate of Medical & Health Services, Rajasthan, Jaipur as prescribed in NIB.

**INFORMATION TO BE PROVIDED BY THE TENDERERS  
(AS A MANUFACTURER)**

(Where the space provided is not sufficient, a separate sheet may be enclosed.)

1. Name of the unit \_\_\_\_\_
2. Year of establishment \_\_\_\_\_
3. Works address \_\_\_\_\_  
\_\_\_\_\_
- Tel. No. \_\_\_\_\_
4. Office address \_\_\_\_\_  
\_\_\_\_\_
- Tel. No. \_\_\_\_\_
5. Name of Director/Proprietor/Partner with address \_\_\_\_\_  
\_\_\_\_\_
- Tel. No. \_\_\_\_\_
- Mobile No. \_\_\_\_\_

(Enclose Certificate of legal status of the entity and in case of Company/Partnership firm Registration of firms is compulsory)

6. Name of contact person with Telephone No./Cell No. & Address \_\_\_\_\_  
\_\_\_\_\_
7. Fax No. \_\_\_\_\_
8. Whether unit is Limited Co./Pvt. Ltd. Co. /Partnership Firm/Proprietary Firm  
\_\_\_\_\_ (Enclose Certificate)
9. Registration Number \_\_\_\_\_ (Enclose Certificate)
10. Capacity of production \_\_\_\_\_
11. List of Quality control/testing facilities available (Enclose separate list, if required)
12. Turn Over of the unit: (Enclose C.A. certificate/audited accounts (profit and loss account account, balance sheet and income exp.)

Financial Year 2017-2018

\_\_\_\_\_

Financial Year 2016-2017

\_\_\_\_\_

Financial Year 2015-2016

\_\_\_\_\_

14. Income Tax pan no:

\_\_\_\_\_

15. GST Registration certificate no

\_\_\_\_\_

16. GST Clearance Certificate (Enclose Certificate) 31.12.2018

18. ISO certificate number \_\_\_\_\_ (Enclose Certificate)

19. Pan Card number \_\_\_\_\_ (Enclose Certificate)

\_\_\_\_\_

**Signature of Proprietor/Partner/ Authorized Person**

**Seal of the Unit**

**Technical Specification**

**Automatic Neutral Failure protector & high voltage/440V- Phase to Phase Protector**

- Automatically cut off the main A/c, when sudden high voltage, 440 v, phase-to-phase in-neutral
- High voltage cut off at 295V(L&N) is also Available Avoids fire and damages to the single phase electrical appliances and wiring
- Current sensing devices like ELCB, MCB and fuse carriers will not trip off during the neutral failure Certified by ETDC (Electronic test & Development centre) GOVT. of India.



**Director (PH) & Chairman  
State Programme Committee (Blindness)  
Medical & Health Services,  
Rajasthan, Jaipur**



### **General Instruction for Tender**

Before submission of bid or Filling up the tender form kindly go through these following directions & term & Conditions seriously so that your tender is not considered invalid:-

1. Go through the conditions of the document carefully & meticulously.
2. Certificate/License/ Documents which are required should be complete & updated.
3. DD/BC of tender form fees & earnest money should be sent separately.
4. Do not quote the products manufactured on loan license basis.
5. Quote only for the products ~~for which your product permission~~ meets the Bid specifications.

## **Instruction to bidder (ITB) & Bidding Process**

1. Tenders are invited for supply of Protector by bonafide registered manufactures/authorized sole distributors only.
2. The tender is invited under two bid system i.e. Technical Bid & Financial bid. First of all Tender form fee, EMD, declarations and Annex's will have to be submitted up to 13.03.19 on 05.00 pm without which the proposal will not be accepted & liable to be rejected on Preliminary basis. The Technical bid shall be opened & will be evaluated as per specification, terms & condition & qualification criteria. The Financial bid will be opened of only those eligible bidders, who are found to be qualified in technical bid by the competent authority.
3. EMD of Rs 14000/- for Protector BID. Tender fee Rs. 500/- in the form of D.D/Bankers cheque must be deposited separately for the item in the office of Directorate Medical & Health, Rajasthan, Jaipur in Room No. 319. Failing which the Bid will not be considered.
4. Tender document will be submitted after having signature on each page of the document alongwith enclosures. Tenderer should submit only the relevant document with technical proposal.
5. (i) Delivery period:- The tenderer whose tender is accepted shall arrange supplies in a period of 30 days from the date of issue of supply order.  
(ii) If the purchase officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.
6. Single stage two cover Open Competitive Bidding for Rates will be valid for One Year from final acceptance/ or ending on 31.03.2020.
7. Quantity can be increase and decrease.
8. If the tenderer is penalized or blacklisted in last three years in any Govt./Semi Govt. institution / council or society of the State Govt. then they will not be entitled to participate in the tender.
9. GST & PAN registration (with documents) to be submitted with the tender.
10. Sales Tax/GST clearance certificate for the period not earlier then last three months is required.

11. All the desired document duly self attested need to be submitted. Fowling which the tenderer shall be disqualified.
12. GST as applicable at the time of supply order.
13. **Sales of Tender/Bidding Document:-** The complete bidding document would be available on the website for the period as specified in the NIB . The prospective bidders are permitted to download the bidding document from any of the specified website but must pay the cost of tender/bidding document while submitting the bid. The processing entity not responsible for the completeness of the bidding document & its addenda if they were not obtained directly from the procuring entity or not downloaded correctly from procuring Entity website; SPP Portal.
14. **Amendment of Bidding document:-**
  - (A) Any addendum issued shall be part of the bidding document & shall be communicated by uploading on the website of SPP Portal & the Procuring Entity for prospective bidders to download/submission of proposal.
  - (B) To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids the procuring entity may, at its discretion, extend the deadline for the submission of the bids under the intimation to the bidders who have procured the bidding document from the procuring entity & also by uploading it on the website of SPP Portal.
15. **Language of Bid:-**The Bid as well as all correspondence & documents relating to the bid exchanged by the bidder & the procuring entity, shall be written only in English/Hindi language.
16. **Deadline for the submission of Bids:-** Bids has to be submitted physically up to the date & time specified in the NIB or an extension issued thereof.
17. **Format & Signing of Bid:-**
  - (a) The authorization shall consist of a written letter of authorization from the authorized person, accompanied with a board resolution in case of a company/power of attorney as per annexure - 4.
  - (b) The bid only signed by authorized signatory, should be submitted on time in respective file format.

18. **Tenders by Manufacturers:-** Tenders shall be given only by bona-fide Manufacturer/Authorized sole distributors in the goods. They shall, therefore, furnish a declaration in the SR FORM 11.
19. (i) Any change in the constitution of the firm etc. shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc. from any liability under the contract.
- (ii) No new partner/ partners shall be accepted in the firm by the contractor in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgment of that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
20. **Bid Prices:-** All rates will be firmed and fix. The rates quoted must be FOR delivery at consignee stores including packing, forwarding, loading, transportation, excise duty, custom duty, insurance, unloading, stacking and all incidental charges, octroi and taxes except GST. The delivery of the goods shall be given at the premises of concerning hospitals.
21. **Withdrawal, Substitution & Modification of Bids:-**
- (a) A Bidder may withdraw, substitute or modify its Bid proposal after it has been submitted by sending a written withdrawal/substitutions/modification etc. The corresponding withdrawal, substitutions or modification of the bid must accompany the respective written notice.
- (b) Bid proposals that are withdrawn in accordance with ITB sub-clause withdrawal of bids shall not be opened.
- (c) No bid shall be withdrawn, substitute or modified in the interval between the deadline for submission of the bid & the expiration of the period of bid validity specified in ITB clause period of validity of Bids or any extension thereof.
22. In case of any enhancement in Excise duty due to notification of the Govt. after the date of submission of Bids& during the Bid Period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic of the price ~~structure approved~~ under the Bid. For claiming the additional cost on account of the increase in excise duty, the bidder

should produce a letter from the concerned excise authorities for having paid additional excise duty on the goods supplied to ordering authority & also must claim the same in the invoice separately.

Similarly if there is any reduction in the rate of excise duty as notified by the Govt. after the date of submission of Bid, the quantum of the price to the extent of reduction will be deducted without any change in the basic price of the price structure of the goods supplied under the Bid.

23. Validity: Tenders shall be valid for a period of 90 days from the date of opening of Technical Bid.
24. The approved supplier shall be deemed to have carefully examined the specifications, of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, he shall, before signing the contract, refer the same to the purchase officer and get clarifications.
25. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
26. Specification :- All article supplied shall strictly confirm to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks.
27. Warranty: Warranty of the product should be one year from the date of supply.
28. Inspection : (a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have to power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipments/ machineries during manufacturing process or afterwards as may be decided.  
(b) The tender shall furnish complete address of the premises of his office, godawn and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business a letter of introduction form their bankers will be necessary.
29. The supplier shall furnish inspection/ Test report along with supplies. Payment shall be released only if the Test Report in satisfactory.

30. Supplies when received shall be subject to inspection to ensure whether they conform to the specification. For this purpose. Sample shall be taken by the committee & the same shall be carried out in Govt. of India approved Lab. Payment shall be released only if the test report is satisfactory.
31. Testing charges:- Testing charges shall be borne by the firm.
32. Rejection :- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tender at his own cost within the time fixed by the purchase officer.
33. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection after which purchase officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
34. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination, In the event of any loss damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/ inspection of the materials by the consignee. No extra cost on such account shall be admissible.
35. The purchase officer can repudiate the contract for the supply, at any time if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.  
Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.
36. Earnest Money :- (a) Tender shall be accompanied by an earnest money of Rs. 14000/- (Rs. Fourteen thousand only) for Protector without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of State Programme Committee (Blindness), Rajasthan, Jaipur.
- (i) Cash/ Cash through treasury challan deposited under head "8443-Civil Deposits-103-security Deposits".
- (ii) Bank Draft/ Bankers Cheque/ Bank guarantee of the ~~scheduled~~ Bank or deposit through e-GRAS.

(b) Refund or earnest money:- The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

(c) Partial exemption from earnest money:- Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries Rajasthan at the rate of ½% of the offered value of the tender shown in NIT.

(d) The Central Government and Government of Rajasthan Undertaking need not furnish any amount of earnest money.

(e) The earnest money/ security deposit lying with the Department/ office in respect of other tender awaiting approval or rejected or on account of contract being completed will not be adjusted towards earnest money/ security money for the fresh tenders, The earnest money may however, be taken into consideration in case tenders are re-invited.

(f) Earnest money will be taken @1% of the value of tender from sick industries other than SSI, whose cases are pending with BIFR. The sick unit will have to furnish a certificate to this effect from BIFR.

(g) In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertaking of the Central Government.

37. Forfeiture of earnest money :- The earnest money will be forfeited in the following cases :-

- (i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When tenderer does not execute the agreement if any, prescribed within the specified time.
- (iii) When the tenderer does not deposit the security money after the supply order is given.

(iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

38. (1) Agreement and performance security: (i) Successful tenderer will have to execute an agreement in the form 17 within a period of 15 days of receipt of order and deposit security equal to 5% of the supply order value for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.

(ii) The earnest money deposited at the time of tender will be adjusted towards performance security. The Security amount shall in no case is less than earnest money.

(iii) NO interest will be paid by the department on the performance security.

(iv) The forms of security money shall be as below.

(a) Bank Draft/ Bankers Cheque.

(b) Post-office Saving Bank Pass Book duly pledged.

(c) National Savings Certificate, KisanVikas Ptaras, or any other script/ instrument under National Saving Scheme for Promotion of small saving, if the same can be pledged, these certificates shall be accepted at surrender value.

(v) The performance security money shall be refunded within one month of the final supply of the items as per purchase order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any whichever is later and after satisfied there are no dues outstanding against the tender.

(2) (i) In case of MSME/Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

(ii) Central Government and Government of Rajasthan undertakings will be exempted from furnishing security amount.



(3) Forfeiture of Performance Security Deposit:- Security amount in full or part may be forfeited in the following cases :-

(a) When any terms and conditions of the contract are breached.

(b) When the tenderer fails to make complete supply satisfactorily.

(c) Notice of reasonable time will be given in case of forfeiture of security deposit.

The decision of the purchase officer in this regard shall be final.

39. The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

40. (i) All goods must be sent freight paid through railway or goods transport. If goods are sent freight to pay, the freight together with departmental charge 5% of the freight will be recovered from the supplier's bill.

(ii) R.R. should be sent under registered cover through bank only.

(iii) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the Department.

(iv) Remittance charges, on payment made shall be borne by the tenderer.

41. Insurance :- (i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether of otherwise viz., (war rebellion, riot, etc.,) the insurance charges will be borne by the supplier and state will not be required to pay such charges, if incurred.

(ii) The articles may also be got insured at the cost of the purchaser, if so desired by the purchaser. In such cases, the insurance should invariably be with life insurance corporation of India or its subsidiaries.

42. Payments :- (i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of dispatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.

(ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the procuring entity in accordance with GF&AR. All remittance charges will be borne by the tenderer.

(iii) In case of disputed item, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.

(iv) Payment in case of those goods which need testing shall made only, when such test have been carried out test results received confirming to the prescribed specification.

43. (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order form the procuring entity.

(ii) Liquidated damages :- In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-

(1) (a) delay upto one fourth period of the prescribed delivery period 2.5%

(b) Delay exceeding one fourth but not exceeding half of the prescribed period 5%

(c) Delay exceeding half but not exceeding three fourth of the prescribed period 7.5%

(d) Delay exceeding three fourth of the prescribed period 10%

(2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(3) The maximum amount of liquidated damages shall be 10%

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

- (5) 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 tenderer.
44. Recoveries:- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be with held to the extent of short supply, breakage, rejected and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and, performance security available with the department. Incase recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
45. Tenderers must make their own arrangements to obtain import license, if necessary.
46. If a tenderer imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tenders is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the purchase officer.
47. The tenderer shall furnish the following documents at the time of execution of agreement :-
- (i) Attested copy of partnership Deed in case of Partnership Firms.
  - (ii) Registration Number and year of registration in Case partnership firm is registered with Registrar of Firms.
  - (iii) Address of residence and office. Telephone numbers in case of Sole Proprietorship.
  - (iv) Registration issued by Registrar of companies in case of Company.
48. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

49. All legal Proceedings, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

50. The prices charged for the store supplies under the contract by the successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the stores of identical description to any other persons during the period of contract. If any time, during the period of contract, the tenderer reduces the sales price chargeable under the contract he shall forth with notify such reduction to the Store Officer, Medical & Health Services, Rajasthan, Jaipur & the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly-reduced.

51. **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 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 any- 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 part 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.

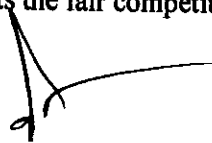
- I. A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if. Including but not limited to
- a. Have controlling partners/ shareholders in common; or
  - b. Receive or have received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for purpose 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 a bidding process, Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as 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 specification of the Goods, Works or Services that are the subject or 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 incharge/ 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 Bids No .....  
Dated ..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

- a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) 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;
- c) I/we are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- d) I/We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) I/we do not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition;



Date :  
Place:

Signature of bidder  
Name :  
Designation:  
Address :

**Annexure C: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:**

The Designation and address of the First Appellate Authority is Director, Medical Health & Family Welfare, Govt. of Rajasthan.

The Designation and address of the Second Appellate Authority is Principal Secretary, Medical Health & Family Welfare, Govt. of Rajasthan.

**1. Filing an appeal**

If and 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 of the Rules of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision on action, omission as the case may be, clearly giving the specific ground or ground 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 Endeavour to dispose it or within thirty days from the date of the appeal.
3. If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para(2) , or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the first appellate Authority , the Bidder or prospective bidder or the Procuring Entity , as the case may be , may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate Authority , 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) Provision 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 first Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

## **6. Fee for Filing appeal**

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

## **7. Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second 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 First Appellate Authority or Second 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 free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



**FORM NO. 1**  
**[ See rule 83 of RTPP ]**  
**Memorandum of Appeal under the Rajasthan**  
**Transparency in Public Procurement Act, 2012**

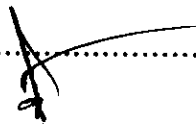
Appeal No ..... of .....

Before the ..... ( First / Second Appellate Authority)

1. Particulars of appellant:
  - (i) Name of the appellant:
  - (ii) Official Address. If any:
  - (ii) Residential Address
2. Name and address of the respondent (S)
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order ( enclose copy ) , or a statement of a decision , action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant propose to be represented by a representative, the name and postal address of the representative;
5. Number of affidavits and documents enclosed with the appeal;
6. Ground of Appeal: .....  
(Supported by an affidavit)
7. Prayer :.....

Place.....

Date.....



Appellant's Signature

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

- i. 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 quota shall govern and the unit price shall be corrected;
- ii. 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
- iii. 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 (i) and (ii) 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**

- i. At the time of award of contract, the quantity of Goods, works or services 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.
- ii. 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.
- iii. In case 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 be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier 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 (In case of procurement of Goods)**

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 the the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, 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 is accepted.

**Conflict of interest:-**

The Bidder participating in 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 bidding process if. Including but not limited to

- a. Have controlling/ 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 purpose 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 a bidding process; participation by a Bidder in more than one Bid will result in the disqualification of the bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, nit otherwise participating as bidder, in more than one Bid ; or
- f. The Bidder or any or its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, works or services that are the subject or 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 incharge/consultant for contract.

I/We hereby agree ~~all~~ above terms & Conditions & have signed on each page as a taken of acceptance.

**Signature of Tenderer with Stamp**

**ANNEXURE-3: DECLARATION by the Bidder on Non judicial Rs.100 stamp paper**

**(To be filled by the Bidder )**

To,

{Procuring entity},

In response to the NIB Ref. No. \_\_\_\_\_

dated \_\_\_\_\_ for

{Project Title}, as an Owner/ Partner/ Director/Auth.Sign. Of  
—

I/ We hereby declare that presently our

Company/ firm \_\_\_\_\_ at the time of bidding, :-

- f) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- g) 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;
- h) 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.
- i) does not have any previous transgressions with any entity in India or any other country during the last three years
- j) does not have any department by any other procuring entity
- k) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- l) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: - Authorized

Signatory: -

Seal of the Organization: Date \_\_\_\_\_

Place: \_\_\_\_\_



**ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION**

To, {to be filled by the bidder} on Non judicial Rs. 100 stamp paper  
{Procuring entity},

NIB No: ----- Dated-----

**CERTIFICATE**

This is to certify that, the specifications which I/ We have mentioned in the Technical bid, and which It We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory:

Seal of the Organization:

Date:

Place:



Schedule – A

**Government of Rajasthan  
Directorate of Medical & Health Services, Rajasthan, Jaipur**

**SR Form 11**

**Declaration of Tenderers**

We hereby declare that we are Manufacture/Authorized Sole Distributors of the Stores for which we have tendered.

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



**Signature of Tenderer  
with Rubber Stamp**

**Financial Bid for Quoted Items**

Sr.	Name Item with Specification	Approximate Quantity	Net rate per Unit	Rate of GST	Total Amount
1	Automatic Neutral Failure protector & high voltage/440V-Phase to Phase Protector (as per specifications)	7			
<b>Total Amount in Word (including GST) .....</b>					

Date:



Signature

(Name in Capital)  
Company/Firm Seal

17  
6-3-19