



Government of Rajasthan
National Health Mission
Department of Medical, Health & Family Welfare
Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur

F. No.

Date:

NOTICE INVITING TENDERS (NIT)

Mission Director, National Health Mission, Swasthya Bhawan, Jaipur (Raj.) invites sealed tenders in two covers method **FOR REPAIR AND AMC OF LEPROSCOPES**. Tender can be downloaded from website www.rajswasthya.nic.in

Tender Document fee	Estimated Cost	Bid Security	Date of sale of tender form	Date of pre-bid at Room No. 311 NHM Block DMHS	Last date of receiving of sealed tender bids	Date of tender opening (Technical Bid)
Rs.500/-	Rs. 12.50 Lac	Rs.25000/-	From 14.12.2015 to 30.12.2015 up to 11.00AM	21.12.2015 at 11.00AM	30.12.2015 up to 2.00PM	30.12.2015 at 3.00PM

Application forms along with Terms and Conditions duly filled complete in all respect along with Bid Security and tender cost should reach in the office of State Health Society. The documents may be obtained from the office in working hours after depositing Rs.500/- in cash or DD in favour of Rajasthan State Health Society.

Director (RCH)



Government of Rajasthan
State Health Society, National Health Mission
Rajasthan, Jaipur

Request for proposal (RFP)

For Repair and Annual Maintenance Contract of Laparoscope (K.L.I., NESTER, KARLS STRORTZ)

<i>Sale of Tender</i>	From 14.12.2015 to 30.12.2015 upto 11.00AM
<i>Date & Time of submission of sealed tender</i>	Last date of receiving for sealed tender is 30.12.2015 upto 2.00PM
<i>Date & Time of opening of Tender (Technical bid)</i>	On 30.12.2015 at 3.00 PM
<i>Bid Security Amount</i>	Rs. 25000/-
<i>Cost of Tender Form</i>	Rs. 500/-

Tender Form

To ,
Mission Director
NHM

Details of Bidder

Notice No.....

Bid Security :- Rs.25000/-

1.	Name of the Firm		
2.	Telephone No.		
3.	Mobile No.		
	E Mail Id		
4.	Office Address of the Firm		
5.	Constitution of the firm whether Proprietorship/Partnership/Company		
a)	In case of Proprietorship Firm		
	Name , Father's Name and Residential Address of the Proprietor		
b)	In case of Partnership Firm		
	Name, Father's Name and Residential Address of all the partners		
	Note :- (Enclose the Registration certificate of Firms or its attested copy/photocopy of Partnership Deed (attach separate sheet if space is insufficient)		
c)	In case of Company		
(i)	Regd. No. of the Company		
(ii)	Name and Address of the Directors of the Company (Attach separate sheet if space is insufficient)		
6	BANK DETAILS OF BIDDER Banker's Name with branch Account Type		

	Account Number		
7.	PAN No. of the Bidder (Enclose a certified copy of the same)		
8	Service Tax No. of the bidder, if applicable (Enclose a certified copy of the same)		
9	TIN No		
10	Bid security of Rs.25000/- Deposited vide CR No. _____ Dated _____ Pay order No. _____ Dated _____ Drawn on _____ (Name of Bank & branch)		
	* (to be filled by the office)		
	Signature of the bidder with seal		
	Name		
	Designation		

- * Attached Bid Security Bidders Bankers Cheque / D.D. with Tech. Bid
- * Attach separate sheet for details, where required
- * In case of authorized representative signing this document enclose copy of the authority letter

Signature of the bidder

TENDER DOCUMENT

TENDER FOR REPAIR AND AMC OF LAPROSCOPES (K.L.I., NESTER, KARLS STORTZ)

1. Objective:

The key objective is Repair And AMC of laparoscope at CMHO/Addl. Dy CMHO/RCHO district level stores.

2. Tender Authority

Mission Director, National Health Mission
Rajasthan State Health Society
Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur

3. Brief Description of the work:

Laparoscopes are being used for female sterilization at govt. hospitals. There are three make of Laparoscopes-nester, stortzs ,KLI . Non functional laparoscope lying in Hospital or district Addl /Dy CMHO stores .

CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER :

Note: Tenders should read these conditions carefully and comply strictly while sending their tenders

GENERAL TERMS AND CONDITIONS:-

Important Instruction :- The Law relating to procurement “ The Rajasthan Transparency in Public Procurement Act, 2012 “ [hereinafter called the Act] and the “ Rajasthan Transparency in Public Procurement Rules, 2013 [hereinafter called the Rules] under the said act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in> . Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this bidding document, the provisions of the Act and the Rules will prevail.

1. Tenders must be enclosed in a properly sealed envelope according to the direction given in the tender document.
2. Only manufactures/distributor/Authorized dealers/Established mechanics having well equipped workshop may participate in the Bid. Established mechanics will have to purchase spare parts from the authorized dealer and as a proof of it mechanic will submit bill of the same.

3. The bidder should have at least Rs. 6.00 lakh average annual turnover in last three year
4. Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court of judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
5. Bidders, their directors and officers should 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 year preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
6. Bid will be submitted by bidder in two separate covers (Technical Bid (Cover "A") and Price Bid (Cover "B")). These two sealed bids will be require to be kept in third sealed envelop before submitting authority.
7. Tender document should be dropped into the tender box available at Room No. 227, Swasthya Bhawan, Jaipur.
8. Please quote subject of tender, date of opening and tender reference no. on the top of your sealed envelope.
9. The financial bid will be opened only of those bidders who are successful in technical bid.
10. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
11. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections if any, should be made clearly and initialled with dates.
12. All rates quoted must be FOR destination in the districts as fixed by the CMHO and should include all incidental charges & Taxes.
13. **Responsiveness of Bid :-** If the following item/certificate not submitted, the bid will not be considered responsive:-
 - a. Tender Cost and Bid Security.
 - b. License/Registration of Manufacturer/Distributor/Firm/ Certificate of Authorized Dealer from competent authority should be produced. Registration of established mechanics.
 - c. Duly signed copy of bid document in acceptance of terms & conditions.
14. **Technical Bid(Cover-A):-** Technical Bid should be supported by the following documents:
 - i. Tender Cost and Bid Security.
 - ii. License/Registration of Manufacturer/Distributor/Firm/

Certificate of Authorized Dealer from competent authority should be produced. Registration of established mechanics.

iii. Duly signed copy of bid document in acceptance of terms & conditions.

iv. Details of the bidder

v. Copies of PAN CARD ,TIN NO.& Service tax Registration. Sale Tax clearance certificate/VAT registration & clearance certificate.

vi. Tender document duly signed by tenderer

vii. All Annexures and required document/certificate

viii. Technical undertaking

ix. Financial Undertaking.

X. Experience Certificate.

xi Financial turn over certificate

15. Financial Bid (Cover-B):- As per Annexure-G

16. Eligibility Criteria : Only manufactures/distributor/ Authorized dealers/ Established mechanics having well equipped registered workshop may participate in the Bid.

17. Clarifications and Pre- Conference Bid:-Prospective Bidders requiring any clarification on the RFP documents may submit their queries to the Project Director (Family Welfare) National Health Mission, Room No.227,Swasthya Bhawan Raj. Jaipur. A pre-bid clarification meeting will be held on 21.12.2015 Room No. 311, NHM block DHMS, Jaipur.

18. The firm will repair laparoscope on "as is where is " basis and restore it to normal by carrying out repairs and replacements if necessary.

19. The Equipments for repair may be inspected on any working day from 9.30 AM to 6.00 PM in the CMHO/Addl./Dy. CMHO(F.W.) at distt H/Q with prior intimation. List of Equipments is placed at Annexure-II.

20.(a) The rates quote of repair charges inclusive of all taxes and services (charge) for replacement of defective parts, calibration, transportation charges & visiting charges etc. The price quoted should be "as is where is" basis.

(b) At least two laparoscope per district will be repaired as per the order of CMHO/Addl./Dy. CMHO. In other condition decision will be taken by the department as per the budget provision.

21. Agency should have at least three years of experience repair of medical equipment in a Central/State Govt. Hospital Experience Certificate of satisfactory performance issued from appropriate authority should be attached.

22. Authority letter from manufacturer/authorized service provider certificate is to be provided in case the bid is submitted by authorized agent.
23. As far as possible all efforts should be made to make the laparoscopes functional in the hospital or Addl./Dy. CMHO store itself. In case the machine equipment cannot be repaired in the hospital it can be repaired outside with due consent of user department along with submission of a certificate to this effect and approval of competent authority. No additional charges shall be paid for the same.
24. The spare parts required as replacement should be of genuine quality & specification.
25. If there is a resultant damage to the equipment due faulty repair work or use of inferior quality spares, the agency will replace/provide new equipment at its own cost.
26. After repair, a certificate to the effect that the equipment is in working order and safe for patient care and non-hazardous for the certificate shall be submitted by the firm from the concerned CMHO.
27. Firm has to provide warranty/ guaranty on replaced spare for at least one year.
28. Lowest rate certificate should be submitted by the firm in respect to repair cost as well as spares rate too.
29. **Delivery Period:**
 - (a) All the dysfunctional/not working laparoscopes will be made functional within two months of award of contract otherwise LD will be imposed as per LD clause.
 - (b) After making all laparoscopes functional if any default occurs the bidder will repair and make function within ten days after giving intimation to him. In case of failure LD will be imposed as per LD clause.
30. Repair should be conducted as per standard accepted guideline for equipment repair.
31. In case the firm notices and part of the equipment missing, the same shall be brought to the notice of the officer In-charge and HOD, otherwise responsibility for the same will be fixed on the firm
32. Technical Bids will be opened on 30.12.2015 at 3.00 PM in room no 311 in the office of NHM. If the opening date happens to be a holiday, it will be opened on the next working day. Tenderer/authorized person may choose to be present at the time of opening of bids.
33. List of repairable laparoscope is in **annexure II** is provisional and liable to change. However the exact number will be intimated at the time of award of contract.
34. Company should produce a letter mentioning the person deputed/ representative is authorized on behalf of company stating the name of person, address and designation by competent.
35. The contract will be valid for one year from the date of award of contract

and may be extended on satisfactory performance of contract with mutually agreeable terms and conditions as per provision of RTPP Act & Rules.

36. The tenderer or his representative should be available/approachable over phone and otherwise on all the days.

37. **Price Bid :-** Price bid to be submitted in a separate sealed envelope(Cover-“B”). Rates should be mentioned in Indian Currency only (INR), as per prescribed Performa, both in words and figures separately without cutting/ overwriting. If there is discrepancy between words & figures the amount in words self prevail. Rates quoted of repair charges of all taxes and services.

38. 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 from the Purchase Officer.

39. Late bids will not be entertained

40. Conditional bids shall be rejected.

41. **Payment:-** After repairs, machine should be made fully functional otherwise no payment in respect of replaced parts or otherwise shall be made. All defective/replaced parts shall be handed over to consulting department after repair and should be deposited in the store.

Ninety five (95%) Payment will be made for number of laparoscopes/laprocators actually serviced and after successful completion of repair work certified by concerned CMHO/Authority at the district level at self. Five (5%) payment will be made after successful completion of contract.

42.1. **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 with the tenderer has failed to supply :-

(a) delay up to one fourth period of the prescribed delivery period
2 ½%

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

(c) delay exceeding half but not exceeding three fourth of
7½% the

(d) prescribed period 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.

43. Recoveries: Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

44. Warranty/Guarantee clause :

- a. The tenderer would give guarantee that the repair work of articles/goods would continue to conform to the description and quality as specified.
- b. The tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

45. FALL CLAUSE :- Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

46. Bid security.- (1) Bid security of Rs. 25000/- only is to be deposited along with the tender either through Banker's cheque or D.D. payable in favour of Rajasthan State Health Society, Jaipur. The Bid security deposited with earlier tenders will not be adjusted against this tender. Tenders without Bid security will not be entertained.

(2) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

47. Forfeiture of Bid Security :-

1. The Bid security taken from a bidder shall be forfeited in the following cases, namely:-

- (a) when the bidder withdraws or modifies its bid after opening of bids;
- (b) when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
- (c) when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
- (d) when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
- (e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and rules.

48. PERFORMANCE SECURITY (P.S.)

- a) Successful Bidder should submit Security Deposit at 5% value of tender document within seven days from the date of acceptance of Bid in the form of DD or Bankers cheque in favor of Rajasthan State Health Society.
- b)
 - (i) Performance security should remain valid for a period of 180 (One Hundred Eighty) days beyond the date of completion of all contractual obligations of "the approved supplier", including warranty obligations and maintenance and defect liability period.
- c) Bid Security deposited earlier will be adjustable towards Performance Security as per norms.

49. FORFEITURE OF PERFORMANCE SECURITY

Performance 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 Bidder fails to make complete supply satisfactorily.

Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Mission Director, NHM in this regard shall be final.

50. Period of validity of bids.-

- (1) Bids submitted by the bidders shall remain valid for three months.

(2) Prior to the expiry of the period of validity of bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid but in such circumstances bid security shall not be forfeited.

(3) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its bid.

51. Withdrawal, substitution and modification of bids.-

(1) A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by him or his authorised representative (authorisation letter be enclosed). Corresponding substitution or modification of the bid must accompany the written notice. The notice must be-

(a) submitted in accordance with the bidding documents, and in addition, the envelope shall be clearly marked as "Withdrawal," "Substitution," or "Modification"; and

(b) received by the person authorised to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.

(2) Bids requested to be withdrawn shall be returned unopened to the bidders.

(3) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids

52. Correction of arithmetic errors in financial bids.- The bid evaluation committee shall correct arithmetical errors in substantially responsive 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 bid evaluation committee 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 clause (a) and (b) above.

53. Procuring entity's right to accept or reject any or all bids.- The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding

process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

54. Right to vary quantity.-

(1) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

(2) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-

(a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

(b) 50% of the value of goods or services of the original contract.]

55. 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, 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 bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.

56. Execution of agreement.-

(1) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.

(2) The successful bidder shall sign the procurement contract within fifteen days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.

(3) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and these rules. The

procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.

(4) The bidder shall be asked to execute the agreement on a non judicial stamp of specified value at its cost.

(5) All Successful Bidder should execute agreement immediately by furnishing the Security Deposit as prescribed within fifteen days as per the terms & conditions on Rs.1000/- non judicial stamp paper. In the event of failure to execute the agreement, the Performance security OR Bid Security as the case may be stand forfeited apart from cancellation of supply contract to contract besides debarring of the Bidder and NHM is entitled to collect liquidated damages if any from the Bidder for his failure to comply with the terms and conditions of the Tender. Delay may be condone by the Mission Director.

57. TERMINATION OF CONTRACT ON BREACH OF CONDITION:

- a) In case the Supplier fails or neglects or refuses to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as Security Deposit and cancel the Contract.
- b) The Purchaser reserves the right to terminate without assigning any reasons therefore the Contract/Agreement either wholly or in part without any notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the Purchaser.

58. SUBLETING

The contract awarded shall be executed by the successful Bidder only. The subletting to any other is not permitted.

59. Code of integrity.- (1) All the officers or employees of the procuring entity shall,-

- (a) maintain an unimpeachable standard of integrity both inside and outside their office;
- (b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions;
- (c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large;
- (d) not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition;

- (e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;
- (f) not have a financial interest in any bidder(s) responding to a procuring entity's bidding process and any person having financial interest in any bidder shall not participate in that procurement process;
- (g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information;
- (h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;
- (i) provide all bidders identical information at the same time, during the bidding process;
- (j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process;
- (k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders;
- (l) protect the interests of the procuring entity under all circumstances while dealing with information and information sources;
- (m) maintain confidentiality of all bids;
- (n) ensure that the selection of bidder is as per the bidding documents and is not influenced by personal reasons attributable to concerned officials in any manner; and
- (o) disclose conflict of interest, if any.

(2) Any person participating in 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 information 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 anticompetitive behaviour 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.

- 60. Conflict of interest.-** (1) A conflict of interest for procuring entity or its personnel and bidders 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.
- (2) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following:-
- (a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
 - (b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
 - (c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
 - (d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.
- (3) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-
- (a) they have controlling partners in common;
 - (b) they receive or have received any direct or indirect subsidy from any of them;
 - (c) they have the same legal representative for purposes of the bid;
 - (d) they 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;

(e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

(f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

61. Breach of code of integrity by the bidder.- Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

62. ARBITRATION If any dispute or difference of any kind what so ever (the decision where of is not being otherwise provided for) shall arise between the State Health Society and the firm upon or relation to or in connection with or arising out of the Agreement, it shall be referred to for arbitration by the Mission Director (NHM) Rajasthan who will give written award of his decision to the Parties. The decision of the Mission Director (NHM) will be final and binding.

63. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority

or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

64. JURISDICTION

In the event of any dispute arising out of the Bid or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honorable High Court (Jaipur Bench only).

65. Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Principal Secretary, M&H

The designation and address of the Second Appellate Authority is Executive Committee of NHM

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 First 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 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 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 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 sub-section(1) or (4) of section 38 shall be in 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 authorised 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 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.
 - (III) 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.
- (IV) The order passed under sub-rule (3) shall also be placed on the State Public Procurement Portal.

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the(First / Second Appellate Authority)
A Bidd

1. Particulars of appellant:
(i) Name of the appellant:
(ii) Official address, if any:
(iii) 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 proposes 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. Grounds of appeal:
(Supported by an affidavit)
7. Prayer:.....

Place

Date

Appellant's Signature

Format of Condition

Before
Mission Director, National Health Mission
Rajasthan State Health Society
Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur

I, the undersigned certify that:

- 1) I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them during the validity of the tender.
- 2) The rates quoted by me are valid and binding on me during the period of validity of the tender.
- 3) The service and items supplied by me would be genuine spare parts as per specifications of the equipments. In case a mishap occur due to failure to maintain the quality, the undersigned will be fully responsible for that.
- 4) If the hospital authorities think it necessary to charge any item/ item supplied by me that is found to be defective/ inferior quality, the same will be replaced by me at no extra cost.
- 5) I hereby undertake to recoup any loss/ damages caused to health/ life of patient or loss caused to the hospital authority through the use of defective materials supplied by me.
- 6) I hereby undertake to pay penalty as per terms and condition for delayed in providing service.
- 7) I agree to accept the bill to be paid by the hospital after completion of all formalities and should any amount of bill found to have been overpaid, the amount shall be refunded by me/us.
- 8) There is no vigilance/ CBI or court case pending against the firm.
- 9) The decision of the Mission Director will be final and binding upon me.

Signature of the Tenderer with seal

Name S/o

Address

Name of Firm with seal

**Government of Rajasthan
Directorate of Medical Health Family Welfare, Raj- Jaipur**

Annexure-A

Declaration by the Bidder regarding Qualifications

in relation to my/our Bid submitted toFor Repair work of Laparoscopein response to their Notice Inviting Bids 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 the Bidding Document, Which materially affects fair competition;

Date:-

Place:-

Signature of the bidder

Name:

Designation:

Address:

**Government of Rajasthan
Directorate of Medical Health Family Welfare, Raj- Jaipur**

Annexure-B

Affidavit regarding compliance to Terms & Condition of Tender

BIDDER NAME.....

I/We confirm that I/We are authorized to submit tender on behalf of the firm participating in the tender and have perused the entire Bid/tender document including all its amendments till date.

Having perused the subject tender with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Bid/Tender document including technical particulars, Detailed technical specifications of the product, Special Terms & Conditions and General Terms & Conditions wherever indicated, offer validity, Terms of delivery without and deviations whatsoever:

I/We also confirm acceptance of the all General Terms & Conditions of tender document.

I/We certify that the prices quoted against the tender are competitive and without adopting any unfair/ unethical means in including cartelization.

I/We certified that tendering firm has not been banned by any Government Department of the State/PSU from business dealings.

I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Name of Bidder with Signature and Seal

ANNEXURE-C

TECHNICAL UNDERTAKING

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the repair work of laparoscope at the rate quoted by me/us at the destinations specified by department.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid etc. and the instructions issued by the Mission Director (NHM) from time to time.

I am/we are enclosing the following documents as per the terms and conditions of the Bid :

1. DD/BC bearing No. Dt..... For Rs.....
(.....) drawn on on Bank towards Bid Security.
2. Affidavit attested by a notary to that effect that the bidder has no past or present criminal record with the Policy/Vigilance of CS Deptt. /Vigilance and enforcement Deptt. Govt. of Rajasthan or Govt. of any other state/Govt. of India.
3. Affidavit stating that the bidder or any of the partners or representatives were never blacklisted the Central Government/any State Govt./Any Union Territory/ State Agency at time or convicted by Court of Law in a criminal case.
4. Copy of the partnership deed along with permanent and present address of the partners in case of Firm.
5. Copy of the Registration certificate, if it is firm/Limited Company
6. Copy of the Registration certificate PAN/Service Tax up to date.

I/We hereby affirm that the department is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

Date :-

Signature of the bidder

Place :-

Name :

Address :

ANNEXURE-D

**Government of Rajasthan
Directorate of Medical Health Family Welfare, Raj- Jaipur**

FINANCIAL UNDERTAKING

I/We have clearly understand all the terms and conditions of the Bid and agreement etc. and agree to undertake the tender document at the rate quoted by me/ us at the destinations specified by department.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid, agreement and the orders Mission Director-NHM from time to time.

I/We will furnish the prescribed performance security amount of 5 % on the total value of the cost of the quantity for supply, within fifteen (15) days or as specified in work order of the acceptance of my/our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and my/ our Bid security stand forfeited if I/we fail to furnish the prescribed performance security and also enter into agreement within fifteen (15) days of acceptance of my/our Bid and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us, my/our security deposit or any amount available with the department is liable to be forfeited, award of supply contract stand cancelled besides blacklisting me/us.

SIGNATURE OF THE BIDDER

NAME:

ADDRESS:

ANNEXURE-E

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s _____ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in Lakhs (Rs)
1.	2012-2013 -	
2.	2013-2014 -	
3.	2014-2015 -	
Total: Rs.		_____ Lakhs.

Average turnover per annum: Rs. _____
Lakhs.

Date:

Signature of Auditor/

Seal:

Chartered Accountant
(Name in Capital)

Annexure-IIList of Repairable Equipment

S.No.	District	TOTAL
1	AJMER	18
3	Banswara	0
4	Baran	3
5	BARMER	5
6	Bharatpur	3
7	Bhilwara	41
8	Bikaner	12
9	Bundi	1
10	Chittorgarh	2
11	Churu	27
13	Dholpur	8
14	Dungarpur	10
15	Ganganagar	17
16	HANUMANGARH	11
19	Jaisalmer	7
20	Jalore	14
21	Jhalawar	5
23	JODHPUR	15
24	Karauli	3
25	KOTA	5
26	Nagaur	22
27	PALI	14
28	Pratapgarh	0
29	RAJSAMAND	2
30	S Mahopur	2
32	Sirohi	11
33	Tomk	7
34	Udaipur	3
Total :-		327

Signature of Stamp of the Bidder

ANNEXURE – F

Government of Rajasthan
State Health Society, National Health Mission
Rajasthan, Jaipur

DETAILS OF EXPERIENCE

[illegible]

(Please use extra sheets, if required)

Note: 1. If Actual completion date is beyond the Schedule completion Date, please give reasons for the delay.

Note: 2. Attach relevant completion certificates document for works in previous 3 years.

Authorized Signatory

Company Seal**Date:**

Place:

Government of Rajasthan
State Health Society, National Health Mission
Rajasthan, Jaipur

F. No.

Date:

Financial Bid (to be put up in separate cover –B envelop)
OFFERS TO BE SUBMITTED ON LETTERHEAD OF THE FIRM

1. Bid For Repair and AMC of Laparoscope (K.L.I., NESTER, KARLS STRORTZ)

2. Name of Bidder

3. Full Address

4. Reference of NIT.....

a. I/We agree to provide genuine spare parts required to be replaced in the laparoscope.

b. I/We will make all the laparoscope functional within two months from the date of award of contract.

c. I/We will keep functional all these laparoscope for a period of one year from the date of award of contract.

d. I/We quote on rate of Rs..... (in words.....)per laparoscope for AMC and repair charges for one year. It includes the cost of spare parts, labour charges, travelling charges and other charges incidental to it.

Signature of the bidder with seal

Name and Address of the Firm