

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

No. Permanent Store/2014/342


Date : 27/11/2014

NOTICE INVITING TENDER – 4/2014-15

1. Sealed tenders are invited from Manufacturers/ Authorised Distributors/ Authorised Dealers/ Authorised Whole Seller/ Sole Distributors in prescribed form for supply, Installation, Commissioning & Testing of 3 Nos. Water cooler with R.O. as per details given below :-

1.	Date of Selling of Tender Form	08.12.2014 from 11.00 A.M
2.	Last date for sale of tender form	17.12.2014 upto 11.30 A.M.
3.	Last date of Receipt of Tender	17.12.2014 upto 1.00 P.M.
4.	Date of opening of Tender	17.12.2014 at 3.00 P.M.

2. Detailed particulars of the equipment required, tender documents & specification of equipment may be seen on the Govt. of Rajasthan Public Relations Department Website "www.dipr.rajasthan.gov.in" or "www.sppp.rajasthan.gov.in" or Department Website "www.rajswasthya.nic.in" or in the office of the Director, Medical & Health Services, Rajasthan Jaipur (Basement).
3. Tenders are to be submitted on prescribed tender form which can be obtained on application from this office on payment of Rs. 200/- in cash or DD/Bankers cheque in the name of Director, Medical & Health Services, Rajasthan, Jaipur which will not be refundable. Tender forms can also be downloaded from the Website mentioned above. Cost of downloaded tender forms from the website shall be deposited by the tenderer through D.D./Banker Cheque of Rs. 200/- alongwith tender. Tenders not submitted on prescribed form will be rejected.
4. Tender must be sent alongwith tender fees & earnest money amounting to Rs. 6000/-, otherwise tender of the firm may be cancelled.
5. Tenders received after the prescribed time & date shall be rejected.


Director (PH)
Medical & Health Services
Rajasthan, Jaipur

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

TENDER FORM

1. Tender for supply, Installation, Commissioning & Testing of 3 No. Water cooler with R.O.
2. Name & Address of the Tenderer :
.....
3. Address to the Director, Medical & Health Services, Rajasthan, Jaipur.
4. Reference : Tender Notice No. :- 4/2014-15
5. The tender Form fees Rs. 200/- has been deposited vide cash Receipt No. Dated vide crossed DD/BC No. Dated
6. Price of tender document : Rs. 200/- (Two Hundred Only)
7. Postal Charges : Rs. 100/- (One Hundred Only)
8. Last date & time of sale of tender document 17.12.2014 upto 11.30 A.M.
9. Last date & time of Receipt of tender document 17.12.2014 upto 1.00 P.M.
10. Time & date of opening of tender 17.12.2014 at 3.00 P.M.
11. We agree to abide by all tender terms & conditions & also agree to further terms & conditions of the said tender notice given in attached sheets (all the pages of which has been signed with stamp by us in token of our acceptance of the terms mentioned therein).
12. Goods shall be delivered in 30 days at the store of Department.
13. The rates quoted are valid for Fifty Days from the date of opening of Financial bid.
14. DD/BC No. dated drawn on (Name of Bank)
..... cash receipt no. dated for Rs. 6000/- to cover earnest money is enclosed.
15. Sales Tax Registration/ VAT & latest Sales Tax clearance certificate are submitted herewith.
16. Declaration of Manufacturer/ Authorised Distributor/ Authorised Dealer/ Authorised whole seller/ Sole Distributor is also enclosed Schedule-A

Signature of Tenderer with Rubber Stamp

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

Water Cooler Specification

Model	150/150
Type	Storage
Maximum Current(amps.)	6.8
Cooling Capacity	150 LPH
Storage Capacity	150LTR.
No. Of Cold Water Taps	2
Refrigerant	R-134a/R-22
Compressore	Hermetic Type
power Supply	200-260 Volts

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

R.O. Specification

TECHNOLOGY	RO+UF+TDS Controller
PURIFICATION CAPACITY	50**litres/hour
MAX. DUTY CYCLE	250 Liters/Day
FILTER CARTRIDGES	Sediment, Activated Carbon, Carbon Block, UF, Post Carbon
RO MEMBRANE	4nos.
UF MEMBRANE	1no.
MAX. INLET WATER PRESSURE	3 kg/cm ²
INPUT VOLTAGE	100-300V AC (50Hz)
OPERATING VOLTAGE	24V DC
INSTALLATION	For attachment with water coolers

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. Tender form can be obtained from permanent store (Basement) Directorate of Medical & Health Services, Rajasthan, Jaipur after depositing non-refundable amount of Rs. 200/- (Rs. Two Hundred Only) in cash or demand draft on any working day during office hours. Bidding documents requested by mail will be dispatched in Registered/ Speed Post on payment of an extra amount of Rs.100/- (Rs. One hundred only). The Department will not be held responsible for the post delay, if any, in the delivery of documents or non-receipt of the same. Tender Forms can also be downloaded from Govt. of Rajasthan, Public Relations Departments Website-"www.dipronline.org" or from department website-"www.rajswasthya.nic.in". Cost of downloaded tender forms from the website shall be deposited by the tenderer through DD of Rs. 200/- alongwith tender.
4. Tender form must be sent alongwith tender fee & earnest money in sealed envelope.
5. DD/BC of tender form fees & earnest money should be sent separately alongwith tender.
6. The tender receipt after prescribed time & date will not be considered.

**GOVERNMENT OF RAJASTHAN
DIRECTORATE OF MEDICAL & HEALTH SERVICES RAJASTHAN, JAIPUR**

CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

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

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. Sealed tender will be received till 1.00 PM on 26.11.2014 by the Store Officer, Permanent Store (Basement), Directorate of Medical & Health Services, Rajasthan, Jaipur.
3. Tenders by Bona-fide dealers : Tenders shall be given only by bona-fide Manufacturer/ Authorized Dealer- Distributor in the goods. They shall, therefore, furnish a declaration in the SR FORM 11.
4. (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 acknowledgement or 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.
5. Sales Tax/ VAT Registration and Clearance Certificate :- Dealer who is not registered under the Sales Tax VAT Act prevalent in the State where his business is located shall not tender. The Sales Tax/ VAT Registration Number should be quoted and latest tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
6. 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.
7. 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 initiated with dates. The rates should mention element of the Rajasthan State Sales Tax and Central, Sales Tax separate.
8. All rates will be firm and fix. The rates quoted must be for delivery at consignee stores including packing, forwarding, loading, transportation, insurance, unloading, stacking, and all incidental charges, octroi and taxes except VAT/CST. The delivery of the goods shall be given at the premises of purchase officer.
9. (i) Comparison of Rates :- In comparing the rates. Tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan Sales Tax/ VAT shall be excluded whereas that of Central Sales Tax/ VAT shall be included.
(ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Sales Tax shall be included.

10. **Validity :** Tenders shall be valid for a period of fifty days from the date of opening of Financial Bid.
11. The approved supplier shall be deemed to have carefully examined the conditions specifications, size, make and drawings, etc., 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, drawing, etc., he shall, before signing the contract, refer the same to the purchase officer and get clarifications.
12. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
13. **Specifications :-** (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
(ii) The tenderer would give guarantee that the goods/ stores/ articles would continue to conform to the description and quality as specified for a period of 24 months from the date of installation/ delivery of the said goods/ stores/ articles to be purchased and that not with standing the fact that the purchaser may have inspected and/ or approved the said goods/ stores/ articles, if during the aforesaid period of 24 months, the said goods/ stores/ articles be discovered not to confirm to the description and quality aforesaid or have determined (and the decision of the purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the goods, articles/ stores will be at the sellers risk and all the, provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods etc., or such portion thereof as is rejection by the purchase officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchase officer in that behalf under this contract or otherwise.
(iii) in case of machinery and equipment also, guarantee will be given as mentioned in clause (ii) above and 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 tender shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc ?
(iv) In case of machinery and equipment specified by the purchase officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.
14. **Inspection :** (a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the 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, godown 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 from their bankers will be necessary.

15. Supplies when received shall be subject to inspection to ensure whether they conform to the specification. Inspection will be conducted by a committee constituted by purchase officer. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram testing house, New Delhi and the like and the supplies will be accepted only where the articles conform of the standard of prescribed specifications as a result of such test.
16. Testing charges :- Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
17. 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.
18. 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.
19. 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.
20. 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.
21. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.
22. (i) Delivery period :- The tenderer whose tender is accepted shall arrange supplies within a period of 30 days from the date of issue of supply order.
(ii) Extent of quantity - Repeat orders :- If the orders are placed in excess of the quantities shown in the tender notice; the tenderer shall be bound to supply excess quantity limited up to 50% over and above the quantity mentioned in the tender. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are upto 50% of the quantity, originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the purchase officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.
(iii) 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.

23. **Earnest Money :-** (a) Tender shall be accompanied by an earnest money of Rs. 6000/- (Rs. Six thousand only) without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of Director, Medical & Health Services, Rajasthan, Jaipur.
- (i) Cash/ Cash through treasury challan deposited under head "8443-Civil Deposits- 103 - security Deposits".
 - (ii) Band Draft/ Bankers Cheque of the scheduled Bank.
- (b) **Refund of 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 1/2% 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 tenders 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.
24. **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.
25. **(1) Agreement and Security deposit :**
- (i) Successful tenderer will have to execute an agreement in the form 17 within a period of 7 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 security amount. The Security amount shall in no case be less than earnest money.
 - (iii) No interest will be paid by the department on the security money.
 - (iv) The forms of security money shall be as below.
 - (a) Cash/ Bank Draft/ Bankers Cheque/ Receipted copy of challan.
 - (b) Post- office Savings Bank Pass Book duly pledged.

- (c) National Savings Certificate, Kisan Vikas Patras, 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 Security money shall be refunded within one month of the final supply of the items as per purchases 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) Firms registered with the Director of industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original form the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted officer, will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender and 2% for the sick industries of the value of tender.
- (ii) Central Government and Government of Rajasthan undertakings will be exempted from furnishing security amount.
- (3) Forfeiture of 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.
- 26. 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.
- 27. (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.
- 28. 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.
- 29. 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) 80% payment will be made after satisfactory delivery in good condition at destination Stores and rest 20% payment will be made after satisfactory Installation and training of instrument.
 - (iii) 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 Purchase officer in accordance with FG&AR all remittance charges will be borne by the tenderer.
 - (iv) In case of disputed item, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.
 - (v) 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.
30. (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 purchase Officer.
- (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 palced 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.
31. 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, security deposit available with the department. Incase recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
32. Tenderers must make their own arrangements to obtain import license, if necessary.
33. 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.

34. The purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.
35. 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.
36. 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.
37. Price preference:- Price preference will be given to the goods produce or manufactured by industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores Rules.
38. 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.
- I/We hereby agree all above terms & conditions and have signed on each page as a token of acceptance.
39. 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.
40. 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.

i. 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.

- ii. 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.
- iii. 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 .
- iv. **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.
- v. **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.

vi. 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.

vii. 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
- (e) Above shall be placed on the State Public Procurement Portal.

4.1. 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 of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired by the procuring entity as engineer incharge/ consultant for the 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 _X
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:
 - (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 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

Schedule- A

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

SR Form II

Declaration of Tenderers

We hereby declare that we are Bonafide manufacturers/ Authorized whole seller/
Sole distribution / Authorised Dealer- Distributes/ Sole selling/ marketing Agent in the
goods/ Stores/ Equipments 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**