

TENDER DOCUMENT
FOR
“ONLINE COUNSELLING”
GNM Training Course Session 2018-2019

Version	Tender Document
Final update	15-06-2018

Directorate of Medical & Health Services

Swasthya Bhawan, Tilak Marg,

C-Scheme, Jaipur – 302005

Ph. No. 0141-2222683

Rajasthan

Website: www.rajswasthya.nic.in & <http://sppp.raj.nic.in>

राजस्थान सरकार

निदेशालय चिकित्सा स्वास्थ्य एवं परिवार कल्याण सेवायें, राजस्थान जयपुर

क्रमांक: प्रशि./जीएनएम/नि.पत्रा./18/1349

दिनांक : 15/06/18

— अल्पकालीन निविदा सूचना —

निदेशालय के अधीन संचालित राजकीय एवं निजी नर्सिंग स्कूल्स में जी.एन.एम. प्रशिक्षण सत्र 2018-19 में ऑनलाईन आवेदन आमंत्रित कर कम्प्यूटरीकृत प्रवेश प्रक्रिया अपनायी जानी है। इसके लिए पंजीकृत तथा अनुभवी संस्था/फर्म निर्धारित तिथि तक प्राप्त ऑनलाईन आवेदन पत्रों का विवरण आरक्षण की श्रेणीवार मैरिट सूचियां तैयार करने एवं ऑनलाईन विकल्प पत्र द्वारा काउंसलिंग के विभिन्न चरणों के अन्तर्गत प्रशिक्षण केन्द्र आवंटित करने का कार्य कराने हेतु अनुभवी संस्थान/फर्मों से अल्पकालीन निविदा सील बन्द लिफाफों में दिनांक 25.06.2018 को अपराह्न 12:00 बजे तक तकनीकी बिड एवं वित्तीय बिड आमंत्रित की जाती हैं :-

कार्य की अनुमानित लागत रुपये 7.00 लाख (2018-19)

धरोहर राशि रुपये 14,000/-

निविदा फार्म लागत रुपये 500/-

निविदा फार्म के बिक्री की अवधि दिनांक 15.06.2018 से दिनांक 22.06.2018 को 5:00 बजे तक

निविदा फार्म के जमा कराने की अन्तिम तिथि 25.06.2018 अपराह्न 12:00 बजे।

तकनीकी बिड खोलने की तिथि एवं समय 25.06.2018 अपराह्न 3:00 बजे।

1. निविदा फार्म एवं विस्तृत विवरण (तकनीकी स्पेशिफिकेशन एवं निविदा शर्तें) इस निदेशालय की वेबसाइट www.rajswasthya.nic.in तथा <http://sppp.raj.nic.in> पर देखा जा सकता है तथा डाउनलोड किया जा सकता है।
2. निविदादाता फर्म का वार्षिक टर्न ओवर राशि 7:00 लाख प्रति वर्ष से कम नहीं होना चाहिए।
3. अनुभवी संस्थान/फर्मों को कम से कम 3 वर्ष का पंजीयन होना अनिवार्य है।
4. निविदा फार्म कार्यालय समय में निविदा फार्म के बिक्री की अन्तिम तिथि 22.06.2018 को सायं 5:00 बजे तक निदेशालय के कमरा न0 118 से प्राप्त किये जा सकते हैं।
5. निविदाएँ निदेशालय चिकित्सा एवं स्वास्थ्य सेवायें, राजस्थान, जयपुर के कमरा न0 118 में दिनांक 25.06.2018 को सायं 3:00 बजे खोली जावेगी।
6. निविदादाता द्वारा तकनीकी बिड एवं वित्तीय बिड अलग-अलग लिफाफों में दी जावे एवं दोनों लिफाफों को एक बड़े लिफाफे में सीलबन्द कर प्रस्तुत करनी होगी एवं दोनों लिफाफों पर तकनीकी बिड एवं वित्तीय बिड लिखना अनिवार्य होगा।
7. निविदा खोलने की दिनांक को अपरिहार्य कारणों राजकीय अवकाश घोषित हो जाता है तो निविदा अगले कार्य दिवस को प्राप्त एवं खोली जावेगी।
8. यह निविदा राजस्थान लोक उपायन पारदर्शिता अधिनियम 2012 एवं 2013 के अध्याधीन मानी जावेगी।

UBN No

(राकेश शर्मा)

अतिरिक्त निदेशक (प्रशासन)
चिकित्सा एवं स्वास्थ्य सेवायें
राज0, जयपुर

राजस्थान सरकार
निदेशालय चिकित्सा स्वास्थ्य एवं परिवार कल्याण सेवायें, राजस्थान जयपुर

— निविदा प्रपत्र —
(तकनीकी निविदा)

1. निविदा बाबत :- जीएनएम प्रशिक्षण सत्र 2018-19 में कम्प्यूटरीकृत प्रवेश हेतु प्राप्त ऑनलाईन आवेदन पत्रों, मेरिट सूचीयां तैयार करने, अभ्यर्थियों को आमंत्रित करने, ऑनलाईन विकल्प पत्र भरने, काउंसलिंग हेतु एस.एम.एस. करने एवं प्रशिक्षण केन्द्र आवंटन करने हेतु आवश्यक सॉफ्टवेयर तैयार करने आदि संबंधी समस्त कार्य हेतु निविदा।
2. निविदा देने वाली फर्म का नाम एवं पूरा पता
.....
.....टेलीफोन नं.....मेल-आई.डी.....
.....
3. निविदा जिसको सम्बोधित / प्रस्तुत की जानी है :- अतिरिक्त निदेशक (प्रशिक्षण) चिकित्सा एवं स्वास्थ्य सेवायें, राज. जयपुर।
4. संदर्भ :- निविदा सूचना संख्या क्रमांक दिनांक।
5. निविदा शुल्क रुपये 500/- नगद रसीद संख्या दिनांक द्वारा जमा करा दिये गये हैं। निविदा शुल्क डिमाण्ड ड्राफ्ट के रूप में भी जमा कराया जा सकता है।
6. अमानत राशि रु. 14,000/- (अक्षरे चौदह हजार रु. मात्र) का बैंकर्स चैक/बैंक ड्राफ्ट न. दिनांक जो (बैंक का नाम) पर आहरित किया गया है/नगद रसीद संख्या दिनांक संलग्न हैं।
7. पंजीकरण/अनुभव प्रमाण पत्र/टर्न ओवर (सीए से प्रमाणित पिछले तीन साल का) पेन नम्बर (पेन कार्ड की प्रति संलग्न)
8. मैंने/हमने अतिरिक्त निदेशक (प्रशिक्षण) चिकित्सा एवं स्वास्थ्य सेवायें, राज. जयपुर द्वारा जारी की गयी निविदा क्रमांक दिनांकमें वर्णित सभी शर्तों, तकनीकी स्पेशिफिकेशन तथा संलग्न अपेन्डिक्स A,B,C,D, E व एनेक्जर A,B,C,D को पढ़ लिया है तथा इन्हे स्वीकार करने/मानने के लिए मैं/हम बाध्य है तथा इस स्वीकृति हेतु मैंने/हमने निविदा प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर करके फर्म की सील (रबड स्टेम्प) लगा दी है।

निविदा दाता के हस्ताक्षर व मुहर

GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT

N.B. TENDERER SHOULD READ THESE CONDITIONS CAREFULLY AND COMPLY STRICTLY WHILE SENDING THEIR TENDERS. IF A TENDERER HAS ANY DOUBT REGARDING THE TERMS & CONDITION AND SPECIFICATION, MENTIONED IN THE TENDER NOTICE HE SHOULD, BEFORE SUBMITTING THE TENDER, REFER THESE TO THE ADDITIONAL DIRECTOR (TRAINING), MEDICAL & HEALTH SERVICES, RAJASTHAN JAIPUR AND OBTAIN CLARIFICATION. THE DECISION OF THE ADDITIONAL DIRECTOR (TRAINING), MEDICAL & HEALTH SERVICES, RAJASTHAN JAIPUR SHALL BE FINAL AND BINDING ON THE TENDERER.

1. Sealed tender will be received till 3:00PM on 25.06.2018 in the office of Additional Director (Training), Medical & Health Services, Jaipur, Room No.118 Rajasthan.
2. The Tenderer should submit following Certificate Documents with Technical Bid. After called **"COVER A" (Technical Bid)**
 - a. Bid Security Deposit. D.D.
 - b. Latest Annual Turn Over statement & last three years turn over not be less than Rs. 7.00 Lacs Per year. (Session 2015-16, 2016-17, 2017-18) certified by C.A.
 - c. Copy of latest Balance Sheet, Profit & Loss A/c.
 - d. Undertaking of Non-Black Listing and Non-Banning in enclosed Performa (APPENDIX - A). Attested by Notary Public.
 - e. The bidders should submit the information of Computer Equipments, Staff etc. in enclosed Performa (APPENDIX-B).
 - f. Copy of Income Tax Pan No.
 - g. Tender fees Receipt/D.D if Tender form is downloaded from SPPP.
 - h. Certificate for MSME Units of Rajasthan (APPENDIX- E).
 - i. Copy of GST Registration (if applicable) or affidavit on Rs. 50.00 Non-Judicial Stamp that as per Rules GST Registration is not necessary for the firm/bidder.
 - j. The tenderer shall furnish the following documents at the time of execution or agreement.
 - a. Attested copy of Partnership Deed in case of Partnership Firms.
 - b. Registration Number and Year of registration in case partnership firm is registered with Registrar of Firms.
 - c. Address of residence and office, telephone numbers in case of Sole Proprietorship.
 - d. Registration issued by Registrar of Companies in case of Company
 - k. Copy of Registration Certificate.
 - l. 3 years experience certificate of **ONLINE COUNSELING**

Note:- EMD/Tender Fee Security Deposit should be in favor of "D.D.O. DM&HS, Rajasthan, Jaipur".

3. TENDER WILL BE LIABLE FOR OUTRIGHT REJECTION IF:-
 - a. Any Rates are disclosed in Cover-A.
 - b. Any Discount/ Special offers are made in Cover-A & B.
4. Financial Bid duly filled as per "APPENDIX-D" giving the rates for **"ONLINE COUNSELING" (In which applications will be invited Online), for GNM TRAINING COURSE SESSION 2018-2019** in individual envelopes should be sent in separate sealed cover here after called, "COVER-B" (Financial Bid). COVER-B should also be addressed to the Additional Director (Training), Medical & Health Services, Rajasthan Jaipur and should be super scribed **"FINANCIAL BID FOR ONLINE COUNSELING GNM TRAINING COURSE SESSION 2018-2019"**
5. (A) Latest GST No. should be mentioned clearly & separately
(B) If the GST No. is exempted, it should be specified in APPENDIX "D".
6. Both Covers (A & B) should be sent to Additional Director (Training), Medical & Health Services, Rajasthan Jaipur up to prescribed time & date. All received tenders will be opened in the presence of tenderers who choose to be present. Cover B will be opened in the presence of tenderers who satisfy the standard criteria laid down by the department on the details furnished by the tenderer in Cover-A and compliance of Tender Terms & Conditions.
7. In event of tender being submitted by proprietary firm the tender must be signed by sole proprietor. In event of partnership firm tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the tender must be signed by authorized signatory as the manner laid in the articles of association.
 - a. Any change in the Constitution of the firm/ Company be notified fore with by the Tenderer in writing to the Additional Director (Training) Medical & Health Services, Rajasthan Jaipur and such change shall not relieve any former member of the Firm/Company from the liability under the contract. No new partner/ partners shall be accepted in the Firm by the Tender in respect of the contract unless he/ they agree to abide by all its terms and Conditions and deposit with the Additional Director (Training), Medical & Health Services, Rajasthan Jaipur a written agreement to this effects. The Tenderers receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be a sufficient reason for discharge for any of the purpose of the contract.
8. Bid Security MONEY
 - a. Tender shall be accompanied by an Bid Security Money 2% of the estimated cost (as mention in NIT) not less than Rs. 14,000/-. Without which tenders wil

I not be considered. The amount should be deposit in either of the following mode in favour of **D.D.O. DM&HS, Rajasthan, Jaipur**"

- i. Cash through treasury challan deposit under head "8443-Civil Deposit, Kha-head Deposit not bearing interest- 103-Security Deposits". Challan should be deposit in State Bank of Bikaner & Jaipur, Tilak Marg, Jaipur Branch.
 - ii. Bank Drafts / Bankers cheque of the scheduled Bank.
- b. **Refund of Bid Security money:** The Bid Security money of unsuccessful tenderer shall be refunded soon after final acceptance of tender as per RTPP Act 2012 and RTPP Rules 2013.
- c. **Partial exemption from Bid Security money:** Firms which are registered MSME unit with Commissioner of Industries Rajasthan, shall furnish the amount earnest money of 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 there of duly attested at the rate of 0.5% of the estimated cost.
- d. The Central Government and Government of Rajasthan Undertaking Firms need not to furnish any amount of earnest money.
- e. The Bid Security money/ security deposit lying with the Department/ office in respect of other tenders awaiting approval of rejected or on account of contracts being completed will not be adjusted towards earnest money of the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.
- Note: The partial exemption of earnest money (@0.5% of the estimated cost) may be allowed only to the MSMEUnit of Rajasthan on furnishing a certificate issued from the General Manager, DIC. Department of Industries, Rajasthan in the Performa at APPENDIX – E.**
- f. **Forfeiture of Bid Security money:** The earnest money will be forfeited in the following cases:-
- i. When tenderer withdraws or modified the offer after opening tender but before acceptance of tender.
 - ii. When tenderer does not execute the agreement if any, prescribed within the specified time.
 - iii. When tenderer does not deposit the Performance security money after the Acceptance Letter is given.
 - iv. When tenderer fails to commence the work/services of the "Computerized Counseling" as per work order within the time prescribed.

9.

- I. Tender form 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 condition of the tender.
- II. The rates must be written both in words and figures, In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors and/or Overwriting, Correction if should be made clearly and initialed with date. Element of the Rajasthan GST & other taxes including in rates.
- III. No paper should be detached from the tender form.
- IV. The Tenderer shall sign with seal on every page of the tender form and Terms & Conditions (APPENDIX-B) in token of his acceptance of all the Terms & Conditions of the tender and return the same along with tender. He should also sign at the bottom of each page of the original tender. Non receipt of Terms & Conditions duly signed with the tender shall render the tender to be rejected.
- V. Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to be rejected without notice.

Note: Specification in Financial Bid (APPENDIX – D) should not differ from the original tender specification, otherwise tender may liable to be rejected.

10. Rates will be inclusive of all taxes. Bidder will be responsible for Depositing taxes in Govt. fund.

11. PERFORMANCE SECURITY

a. Performance security.-

(1) Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

(2) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of 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.

(3) Performance security shall be furnished in any one of the following forms-

- (a) deposit though eGRAS;
- (b) Bank Draft or Banker's Cheque of a scheduled bank;
- (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
- (d) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;
- (e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement 41 of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- [(f) In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill.]

(4) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

- b. Successful tenderers will have to execute an agreement on a Judicial Stamp Paper of Rs. 500/- or as per rules in the prescribed form with the Director (PH) Medical & Health Services, Rajasthan Jaipur and deposit security for the performance of the contract within 5 days from the date on which the acceptance of the tender, under registered post, is communicated to him. The security will be refunded after six months from the date of expiry of the contract or on the expiry of Guarantee, if any whichever is later and after satisfied there are no dues outstanding against the tenderer. The department will pay no interest on security deposit/earnest money deposit.

- c. In case of breach of any Terms & Conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable to forfeiture in full or part by Director (PH) Medical & Health Services, Rajasthan, Jaipur and decision of Director (PH) Medical & Health Services, Rajasthan, Jaipur shall be final. 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.
 - d. Central and Rajasthan State Government Undertakings need not furnish amount of Security Deposit.
 - e. Firms which are registered as MSMEU nit with the Department of industries, Rajasthan shall furnish the amount of performance security deposit @ 1% of total value of approximate quantity as per tender specification on furnishing certificate from Department of Industries, Rajasthan as mentioned in note given below the condition no. 8 (BID SECURITY MONEY). According 75 (2) RTPP Rules.
 - f. It is to be noted that earlier years earnest money/ security deposit, even if lying in this department, shall not be considered towards this contract and therefore fresh security deposit should be furnished.
12. Subletting or assigning contract to third party is prohibited. In the event of Tenderer violating this condition, the Director (PH) Medical and Health Services, Rajasthan, Jaipur shall be at liberty to place the contract elsewhere on the Tenderer's account and at his risk. The tenderer shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.

13. LIQUIDATED DAMAGES

- a. The time specified for delivery/ completion of Computerized Counseling work in the tender form shall be deemed to be the essence of the contract and the successful Tenderer shall arrange for complete workout within the period on receipt of order from the Purchasing Officer. (Additional Director, Training).
- b. In case of extension in the work period with liquidated damages the recovery shall be made on the basis of following percentage of value of Tender.

Delay up to one fourth period of the prescribed delivery period	2.5%.
Delay exceeding one fourth but not exceeding half of the prescribed delivery period	5%.
Delay exceeding half but not exceeding three- fourth of the prescribed delivery period	7.5%
Delay exceeding three fourth of the prescribed/delivery period	10%

- c. Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- d. The maximum amount of liquidated damage shall be 10%.
- e. If the supplier requires an extension of time in completion of contractual services/work on account of occurrence of any hindrance, he/she shall apply in writing to the authority, who has placed the supply/work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of services /work procurements.
- f. Completion of Counseling work period may be extended with or without liquidated damages. If the delay in the services/work of if the delay is on account of hindrances beyond the control of the tenderer, the extension in Counseling work period may be granted without Liquidated Damage.
- g. If the tenderer is unable to complete the Computerized Counseling work within the specified or extended period, the purchasing officer shall be entitled to execute the work or any part thereof from elsewhere without notice to the tenderer on his (i.e. Tenderer) account and risk. The tenderer shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the tenderer. The tenderer shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the tenderer under this or any other contract with the Government. If recovery is not possible from the bill and the tenderer fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the tenderer shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the

approved supplier to acknowledge receipt of orders within fifteen days from the date of dispatch of order, failing which the purchasing officer will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period.

14. Remittance charges and any other tax if applicable on payment made to the firms will be borne by the firms.
15. All correspondence in this connection should be addressed to the Additional Director (Training), Medical & Health Services, Tilak Marg C-Scheme, Jaipur, Rajasthan. Technical Questions should be referred to the Additional Director (Training), Medical & Health Services, Jaipur, Rajasthan by correspondence or by personal contact.
16.
 - a. Direct or indirect canvassing on the part of Tenderers or Their representative shall disqualify their tenders.
 - b. Supplier may be disqualified, banned or suspended from business during the rate contract, if :-
 - i. Fails to execute a contract or fails to execute it satisfactorily;
 - ii. No longer has the technical staff or equipment considered necessary;
 - iii. Is declared bankrupt or insolvent or its financial position has become unsound and in the case of a limited company, it is wound-up or taken into liquidation;
 - iv. The firm is suspected to be doubtful loyalty to state;
 - v. The state bureau of investigation or any other investigating agency recommends such a course in respect of a case under investigation;
 - vi. Additional Director (Training) Medical & Health Services, Jaipur, Rajasthan is prima facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.
17. Any certificate/documents/information submitted by the tenderer found to be false/forged/fabricated etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc.

18..

- a. The quantity indicated in the RFP Specifications are mere estimates and are intended to give an idea to the prospective tenderers to enable them to decide whether they will undertake to supply the article to this department on most competitive rates, actual quantity may increase or decrease. The figures indicated in the NIT do not constitute any commitment on the part of department to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever.
 - b. It is clarified that purchase preference only be granted to the industries of Rajasthan. MSME Unit shall have to produce a competency certificate from the Industries Department of Rajasthan as per rules.
 - c. (A) .Comparison of Rates: In comparing the rates tendered by firm outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan RGST shall be excluded whereas that of Central Sales tax shall be included.

(B) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan GST shall be included.
19. **Validity:** Tenders shall be valid for a period of Three months from the date of opening the technical bid and the offered rates will be valid for one year from the date of approval.
20. The Department 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 order distribute items.
21. The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the **ONLINE COUNSELING GNM TRAINING COURSE SESSION 2018-2019** is also reserved by the Additional Director (Training), Medical & Health Services, Rajasthan, Jaipur.
22. The Additional Director (Training), Medical & Health Services, Rajasthan, Jaipur can extend the original rate contract, subject to Original Terms & Conditions for a period deemed fit by him, but not exceeding six months, for which the tenderer will have to abide. However the extension beyond three months can be granted on mutual consent.
23. The contract for the **ONLINE COUNSELING GNM TRAINING COURSE SESSION 2018-2019** work can be withdraw at any time by the Additional Director (Training), Medical & Health Services, Rajasthan, Jaipur if the execution of work is not made to his satisfaction after giving an opportunity to the Tenderer of being heard and after reasons for withdrawl - being recorded by him in writing.

24. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
25. The Tenderer must sign with seal at each page of tender document and affidavits at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in total.
26. Late Bids :- The person authorised to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids. Any bid which arrives by post after the deadline for submission of bids shall be declared and marked as "Late" and returned unopened to the bidder by registered post.
27. Legal proceeding if any arising out of the Tender shall have to be lodged in Courts situated in Jaipur City only.
28. The terms & condition other than mentioned in tender document will follow RTPP Act, 2012 & RTPP rules 2013.



**Additional Director (Adm.)
Medical & Health Services
Jaipur, Rajasthan,**

I/We have read the above terms and conditions and I/We agree to abide by the same.

Signature of Tenderer with seal

TECHNICAL & SPECIAL TERMS & CONDITIONS

1. The firm/bidder should have 3 years experience of **ONLINE COUNSELING**
2. The firm/bidder should submit the list of Computer Equipment, UPS, Staff. etc. with the bid document
3. **ONLINE COUNSELING** will be executed/conducted only at one place i.e. Jaipur
4. The firm/bidders should keep a provision of UPS with sufficient capacity for uninterrupted counseling session. Failing which penalty will be imposed at the rate of Rs. 2000 per day.
5. On the basis of last years, it is expected that about 30000 applications may be received. About 5000 seats, in about 180 institutions are available. Number of applications may increase or decrease.
6. It is supposed that there shall be three rounds of **ONLINE COUNSELING**. If it extends further than the tenderer has to execute it without any further cost.
7. It is expected that all the processes of **ONLINE COUNSELING** would be completed in three months, but may be extended.
8. **Payment may be made as below:**

1.	After all data feeding off all application	20%
2.	After first counseling	20%
3.	After second counseling	20%
4.	After third counseling	20%
5.	After completion	20%

9. The firm/bidder should have the application/ database software's/ network setup/ SMS facility for the assignment. Charges of the development, customization, maintenance and management of the software's required for the assignment will be borne by the bidder.
10. The firm/bidder should maintain secrecy of all data which are received in the process :
 - A. From beginning of application form to completing the online counselling for year 2018-19.
 - B. In case of any data leakage department is free to initiate appropriate Legal action.
11. The firm/bidder should ensure to reserve data backup :
 - A. From beginning of application form to completing the online counselling for year 2018-19.

12. The firm/bidder should provide a copy of application & database software's all data in the form of CD and user-manual before the 1st counseling. (at- least five days before)
13. All type of reports should be generated in place/counseling center with the help of installed computers, printers and network (DMP/Laser and relevant stationary). No information should be taken outside the premises.
14. All equipments & staff should be installed and remain in place two days before, prior to the counseling date. So that mock testing of the system can be done efficiently. Failing which penalty will be imposed at the rate of Rs. 2000 per day.

15. Minimum hardware and other requirement:

Computer (P-IV or above) Latest System	8 nos.
Dot Matrix Printer	1 nos.
Laser Printer (20-22 PPM or above)	3 nos.
UPS (5 KVA or above)	2 nos.
LCD Projectors (3000 Lumens or above)	2 nos.
Computer operator well-versed in Hindi and English Typing	8 nos.
Printing Stationary (Size A4, Legal), Printer Cartridges etc	Ready stock
Network setup for computers (Extension boards, Network Switches, LAN Cables etc)	As per the requirement
Bulk SMS (for sending time-to-time SMS alerts to the candidates)	1 lakh

NOTE: BACKUP OF AFORESAID ITEMS SHOULD BE ENSURED. (MIN. 20% OF THE QUANTITY MENTIONED ABOVE)

16. The firm/ bidder should provide software training to at least 2-3 department staff.
17. The firm/ bidder should ensure to submit the progress of all work on daily basis. Status of data-feeding, making merit lists, general categories and allotment of seats to Additional Director (Training)/Joint Director (Training) in CD or through E-Mail at admh-adm-rj@nic.in/ jd55training@gmail.com
17. The firm/ bidder should provide the copy of latest application software, database, various report in CD after-each counseling.
18. The firm/ bidder and its staff should provide the support to the department staff during counseling and its smooth execution.

The firm/ Bidder will submit an Affidavit on Non Judicial Stamp Paper of Rs. 100/- for eclaration that all statements & documents produced by him are true.

Signature of Tenderer with Seal

APPENDIX -A

UNDERTAKING & CERTIFICATE

I/We (Name of firm) do hereby undertake that
(The company/firm has not been black listed/banned by any Govt. (Government of
India/State Govt.) & their subordinate Department for participation / submission of
tenders.

Signature of Tenderer with seal

APPENDIX –B

STATEMENT OF COMPUTER EQUIPEMENTS AND STAFF

We undertake that we are in the capacity to deploy the equipments and staff for the assignment :-

Item Description	Nos.
Computer (P-IV or above)	
Dot Matrix Printer	
Laser Printer (20-22 PPM or above)	
UPS (5 KVA or above)	
LCD Projectors (3000 Lumens or above) with Screen	
• Programmer/ Software Engineer (Fulltime/ Permanent)	
Computer operator well-versed in Hindi and English Typing	
Helping staff/ Technical staff	
Preferred Front End/ Back End Softwares	Provide brief info

NOTE: KINDLY ENCLOSE THE STAFF DETAILS IN THE FOLLOWING FORMAT.

STAFF DETAILS

SNo.	Name	Father's Name	Designation	Qualification	Mobile no.

- Copy of Pay-slip & EPF Id for Fulltime/ Permanent

Signature of Tenderer with seal

APPENDIX -C

STATEMENT OF WORK EXPERIENCE

I/We undertake that I/ we have conducted the following assignment:-

With Govt. Departments:

1. -----
2. -----
3. -----

With Other Agencies:

1. -----
2. -----
3. -----

Signature of Tenderer with seal

Note: Evidence should be enclosed

APPENDIX –D

Directorate of Medical & Health Services, Rajasthan. Jaipur
“ ONLINE COUNSELING GNM TRAINING COURSE SESSION 2018-2019

(Indian Rupees)

Name/ Nature of Work	Rate	Rate Incl. GST/ All Taxes
Call online application, Generate Merit list, Document Verifications of candidates, Grievances of candidate & Option forms for GNM TRAINING SESSION 2018-19 , using customized software application with data-validation facility. Generation of check list, summary and detailed reports, editing of records. Generation of merit list of different categories, mixing of lists of different categories e.g. ST/SC, ST/SC-TSP (Male-Female), Generation of call letters, Sending time-to-time SMS alerts to the candidates, developing software to check eligibility (under age/over age for different categories check on allotment of female on female seats etc.) Real-time display of information through LCD Projectors, Generation of allotment letters, Generation of cheque/cash deposition slip and any other computerized work required at the time of counseling. Backup arrangements of printing stationary, printer cartridges, UPS, computer operators, network setup, computers, printers etc for smooth execution of counseling session and all related expenses.		

(In Words:)

Place:

Date :

Note:

1. Separate Sheets if required may be enclosed.
2. Rate should be quoted for complete assignment.
3. No Quantity or Cash Discount should be offered.
4. Rate should be written both in words and figures.
5. Penalty will be imposed 5 times of the error %, in case error % is more than 0.5% (i.e. min. 99.50% data-feeding efficiency is compulsory)
6. Read all the Terms & Condition before filling the APPENDIX –D.

Signature
Name in capitals
Company/Firm Seal

Signature of Tenderer with seal

CERTIFICATE

I/We (Name of firm) certify that the rates are responsible and not sold on lower rates to anyone than charge from this institution

Place:

Date:

Signature of Tenderer with seal

APPENDIX -E

CERTIFICATE FOR MSMEUNIT OF RAJASTHAN

It Is certified that M/s ----- is a small scale industry registered permanently with the department vide registration no. -----date ----- for the manufacture/formulation/ fabrication of the following item.

1. -----

2. -----

3. -----

Signature of Tenderer with seal

Note : Every page of the Tender form/ Terms & Conditions must be signed by the tenderer with seal.

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. 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. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in 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 a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualifications

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:

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 bidder

Name :

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(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 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 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 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) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to 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 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 to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

Appeal Noof

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 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

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 quoted 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 of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not 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 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.