



राजस्थान सरकार

निदेशालय चिकित्सा एवं स्वास्थ्य सेवायें, राजस्थान जयपुर

क्रमांक: सीडी स्टोर/2019/276

दिनांक: 11.11.19

निदेशक,
सूचना एवं जनसम्पर्क निदेशालय,
राजस्थान, जयपुर।

विषय :- निविदा सूचना प्रकाशित करने बाबत।

महोदय,

उपरोक्त विषयान्तर्गत संलग्न निविदा सूचना संख्या 06/2019-20 8 प्रतियों में संलग्न कर निवेदन है कि निविदा सूचना को नियमानुसार 50 हजार प्रतियों और उससे अधिक का परिचालन रखने वाले राज्य स्तरीय मुख्य दैनिक समाचार पत्र तथा वृहद परिचालन वाले एक अखिल भारतीय स्तर के अंग्रेजी दैनिक समाचार पत्र एवं डी.आई.पी.आर. की वेबसाईट पर अतिशीघ्र ही प्रकाशित करवाने का श्रम करावें।

संलग्न-उपरोक्तानुसार।

भवदीय

अतिरिक्त निदेशक (ग्रा0स्वा0) एवं
सदस्य सचिव (एनवीबीडीसीपी)
चिकित्सा एवं स्वास्थ्य सेवायें,
राजस्थान, जयपुर

दिनांक:

क्रमांक: सीडी स्टोर/2019/

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:

1. निजी सहायक, निदेशक (जनस्वास्थ्य), मुख्यालय।
2. प्रभारी, सर्वर रूम, मुख्यालय को भेजकर निर्देशित किया जाता है कि उक्त निविदा सूचना संख्या 06/2019-20 को विभागीय वेबसाईट पर अपलोड करें।
3. एस.पी.पी.पी. पोर्टल पर अपलोड करवाने हेतु।
4. E-Proc पर अपलोड करवाने हेतु।
5. कार्यालय पत्रावली।

अतिरिक्त निदेशक (ग्रा0स्वा0) एवं
सदस्य सचिव (एनवीबीडीसीपी)
चिकित्सा एवं स्वास्थ्य सेवायें,
राजस्थान, जयपुर

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

Rate Contract through E-Tender

FOR

SUPPLY OF CYPHENOTHIN 5% EC



**Add. Director (R.H.) &
Member Secretary (NVBDCP)
Medical & Health Services,
Rajasthan, Jaipur
E-mail id: cdstoreraaj@gmail.com**

राजस्थान सरकार
निदेशालय चिकित्सा एवं स्वास्थ्य सेवायें, राजस्थान जयपुर

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

Start Date of Submission/uploading of Bidding Document	From 22.11.2019 at 11.00 AM
End Date of uploading of Bidding Document	Up to 02.12.19 at 6.00 PM
Last date & time for submission of Bidding Document	Up to 02.12.19 at 06.00 P.M.
Time and date of opening of Technical bids	03.12.2019 at 11.00 A.M.
Place of opening of bids	Directorate of Medical & Health Services Rajasthan, Jaipur
Tender Form Fee	Rs.1000/-(in favour of State Programme Committee NVBDCP)
E-Tendering Processing Fee	Rs.500/-(in favour of MD RISL, Jaipur)
Total Estimated Project Cost	
Cyphenothrin 5% EC. - Rs. 30.00 Lacs	
Bid Security (Bid Security)	
Cyphenothrin 5% EC. - Rs. 60000 /-	

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


Add. Director (R.H.) &
Member Secretary (NVBDCP)
Medical & Health Services,
Rajasthan, Jaipur

SUPPLY OF CYPHENOTHIRIN 5% E.C.

MEDICAL & HEALTH SERVICES, RAJASTHAN, JAIPUR

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

NVBDCP, Medical & Health Services, Rajasthan, Jaipur invites sealed single stage two envelopes unconditional competitive e-bids for rate contract from eligible bidders supply of Cyphenothrin 5% EC who are bonafide registered manufacturers/authorized sole distributors. The tender/bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in

Name and Address of the Procuring Entity – Add. Director (R.H.) & Member Secretary (NVBDCP), Medical & Health Services, Rajasthan, Jaipur.

Subject Matter of Procurement- Supply of Cyphenothrin 5% EC.

Bid procedure- Single stage two cover Open Competitive Bidding through e-procurement.

Bid Evaluation Criterion- Least Cost Based Selection(LCBS) L-1. From eligible bidders provided they conform to the quality standards.

Website for downloading bidding document ,corrigendum and addendums -

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

Total Estimated Procurement Cost-

S.No.	Name of Item	Estimated Cost
1.	Cyphenothrin 5% EC	Rs. 30.00 Lacs

Bid Security (Bid Security) Deposit- In the form of Demand Draft/Bankers Cheque/Bank Guaranty in favour of **State Programme Committee (NVBDCP)**, Jaipur.

Tenderer should submit original Demand Draft/Bankers Cheque/Bank Guaranty for Bid Security of Tender fees and e-tender processing fees, Declaration -02.12.2019 upto 06.00 P.M., the date of opening of technical bid is 03.12.2019 at 11.00 A.M. in the Office of Directorate of Medical & Health Services, Rajasthan, Jaipur.

Bid Validity- 90 days from date of Technical bid opening.

Note-

1. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
2. No contractual obligation whatsoever shall arise from the bidding document /bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
3. Procurement entity disclaims any factual or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid proposal.
4. The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> for the purpose of downloading.

5. Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>.
6. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
7. A single-stage two envelope selection procedure shall be adopted.
8. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and DD/BC of EMD /Declaration, Annex. 3 & 4 and samples should be submitted physically at the office of Directorate of Medical & Health Services, Rajasthan, Jaipur as prescribed in NIB. Scanned copy of all Demand drafts /BC of EMD and registration documents should also be uploaded along with the technical bid/ cover.
9. Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
10. Bidders are also advised to refer —Bidders Manual Kitl available at e-Proc website for further details about the e-tendering process.

**INFORMATION TO BE PROVIDED BY THE TENDERERS
(for Technical Bid)**

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

1. Name of the unit _____
2. Year of establishment _____
3. Works address _____

- Tel. No. _____
4. Office address _____

- Tel. No. _____
5. Name of Director/Proprietor/Partner with address _____

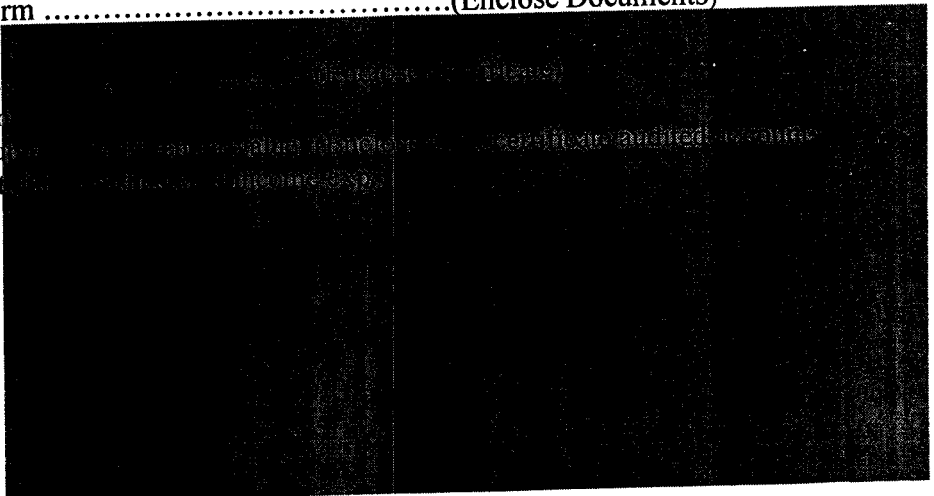
- Tel. No. _____
- Mobile No. _____

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

6. Name of contact person with Telephone No./Cell No. & Address _____

7. Fax No. _____
8. Whether unit is Limited Co./Pvt. Ltd. Co. /Partnership Firm/Proprietary Firm
(Enclose Certificate)

9. Constitutions of the firm(Enclose Documents)
10. Registration Number .
11. Capacity of production
12. Turn Over of the unit (profit and loss account)



Financial Year 2018-2019

Financial Year 2017-2018

Financial Year 2016-2017

13. ITR (2016-17, 2017-18 & 2018-19)

14. Income Tax pan no:

15. GST Registration certificate no

16. GST Clearance Certificate (Enclose Certificate) up to Sept, 2019.

17. ISO certificate number

(Enclose Certificate)

18. Pan Card number

(Enclose Certificate)

19. Tender form Fee DD No.....

(Enclose Copy)

20. Bid Security DD No

(Enclose Copy)

21. MD (RISL) DD (Rs.500).....

(Enclose Copy)

Signature of Proprietor/Partner/ Authorized Person

Seal of the Unit

Technical Specifications

DTE. NATIONAL VECTOR BORNE DISEASE CONTROL PROGRAMME

TECHNICAL SPECIFICATION OF CYPHENOTHRIN 5% EC AS INSECTICIDE/ADULTICIDE FOR FOGGING

The insecticide shall conform to the specification as per registration committee of Central Insecticide Board and for standards to be published by the Bureau of Indian Standards. Cyphenothrin 5% EC should conform to the standard specified by IS vide No.15979:2012 and amended thereof.

Registration- The product and the firm shall have to be registered by the Registration Committee, Central Insecticide Board, Directorate of Plant Protection & Quarantine, Department of Agriculture, Ministry of Agriculture for Public Health use for adult mosquito control of disease vectors.

Shelf Life / Efficacy- The expiry date i.e. the date up to which the insecticide shall retain its efficacy & toxicity shall be for a period of two years from the date of its manufacture that means the material shall meet with the requirements given in the specification above for a period of two years. This shall be guaranteed by the firm with a certificate in this regard shall have to be furnished along with the documents. At the time when the stores are offered for inspection, the life of insecticides should not have passed more than 1/6th of the effective life of the same counted from the date of manufacture.

Packaging- The stores shall have to be packed as per Registration Certificate (in 100 ml, 250 ml, 500ml, 1 ltr, 5ltr) in tin container suitable lacquered from inside with leak proof and pilfer proof closure system confirming to IS: 9992-1991 and its subsequent amendment thereof, if any.

A leaflet as approved by the Registration Committee should be affixed to the packaging containing insecticide/adulticide and shall be printed in English, Hindi & in regional languages indicating product detail, direction for use, precautions, symptoms of poisoning and first aid with antidote, disposal of used containers, storage conditions and manufacturer's name etc.

Marking- The following information shall be marked legibly and indelibly on each container in addition to the information required under the Insecticide Act 1968 and rules framed there under:

- a) Name of the Material;
 - b) Name of the manufacturer;
 - c) Date of manufacture;
 - d) Date of expiry;
 - e) Batch number;
 - f) Net quantity;
 - g) Nominal Cyphenothrin contents, percent(m/m);
 - h) Minimum cautionary notice as worded in the Insecticide Act, 1968 and rules framed thereunder;
 - i) Any other information required under the Standards of Weights and Measures (Packaged Commodities) Rules, 1977.
- In addition, the container shall be marked.

GOVERNMENT OF RAJASTHAN SUPPLY
NVBDCP
NOT FOR SALE

Dose: The recommended dose for thermal fogging is 0.5 mg a.i/m² in Indoor conditions and 3.5 g a.i/ha in outdoor conditions.

The State Programme officers have the right to carry out chemical analysis of insecticide from field samples during implementation under the programme at any stage during shelf life of the product.


**Add. Director (R.H.) &
Member Secretary (NVBDCP)
Medical & Health Services,
Rajasthan, Jaipur**

General Instruction for Tender

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

1. Go through the conditions of the document carefully & meticulously.
2. E-Tenders super scribed "Tender for supply of Cyphenothrin 5% EC containing should be upload on <http://eproc.rajasthan.gov.in>.
3. Certificate/ License/ Documents which are required should be complete & updated.
4. DD/BC of tender form fees, processing fees & Bid Security should be sent separately.
5. Do not quote the products manufactured on loan license basis.
6. Quote only for the products for which your product permission meets the Bid specifications.

Instruction to bidder (ITB) & Bidding Process

1. Tenders are invited through rate contract for supply of Cyphenothrin 5% EC by bonafide registered manufacturers/authorized sole distributors, under E-tendering system only.
2. The tender is invited under two bid system i.e. Technical Bid & Financial bid. First of all Tender form fee, E- tender processing fee, EMD, declarations, Annex. 1 to 4 and samples will have to be submitted up to 06.00 pm on ~~02.12~~ 2019 without which the proposal will not be accepted & liable to be rejected on Preliminary basis. The Technical bid shall be opened & will be evaluated as per specification, terms & condition & qualification criteria. The Financial bid will be opened of only those eligible bidders, who are found to be qualified in technical bid by the complete authority.
3. Bid security of Rs 60000/- for Cyphenothrin 5% EC. Tender fee Rs. 1000/- & e-tender processing fee Rs 500/- in the form of D.D/Bankers cheque must be deposited separately for each items before submission of Electronic bid in the office of Directorate Medical & Health, Rajasthan, Jaipur in Room No. 319. Failing which the Bid will not be considered. However scanned copy of all the three D.D/Bankers cheque should be attached to the technical bid.
4. Tender document will be uploaded after having signature on each page of the document alongwith enclosures. Tenderer should submit only the relevant document with technical proposal.
5. Rates should be filled in Prescribed Financial Bid (BOQ) available at Portal. Price Schedule (BOQ) should not be submitted with the technical bid, otherwise tender shall be rejected.
6. (i) Delivery period:- The tenderer whose tender is accepted shall arrange supplies in a period of 30 days from the date of issue of supply order.
(ii) If the procuring Entity 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.
7. If the tenderer is penalized or blacklisted in last three years in any Govt./Semi Govt. institution / council or society of the State Govt. then they will not be entitled to participate in the tender.

8. TIN/PAN registration (with documents) to be submitted with the tender.
9. Sales Tax/GST clearance certificate for the period not earlier then last six months is required.
10. All the desired document duly self attested need to be uploaded. Failing which the tenderer shall be disqualified.
11. GST as applicable at the time of supply order.
12. **Sales of Tender/Bidding Document:-** The complete bidding document would be available on the website for the period as specified in the NIB . The prospective bidders are permitted to download the bidding document from any of the specified website but must pay the cost of tender/bidding document while submitting the e-bids. The processing entity not responsible for the completeness of the bidding document & its addenda if they were not obtained directly from the procuring entity or not downloaded correctly from procuring Entity website; SPP Portal/E-Procurement Portal.
13. **Amendment of Bidding document:-**
 - (A) Any addendum issued shall be part of the bidding document & shall be communicated by uploading on the website of SPP Portal, E-Procurement Portal & the Procuring Entity for prospective bidders to download/submission of proposal.
 - (B) To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids the procuring entity may, at its discretion, extend the deadline for the submission of the bids under the intimation to the bidders who have procured the bidding document from the procuring entity & also by uploading it on the website of SPP Portal/E-Procurement Portal.
14. **Language of Bid:-** The E-Bid as well as all correspondence & documents relating to the bid exchanged by the bidder & the procuring entity, shall be written only in English/Hindi language.
15. **Deadline for the submission of Bids:-** Bids has to be submitted electronically up to the date & time specified in the NIB or an extension issued thereof.
16. **Signing of Contract:-** The Medical & Health Department shall issue the Notice for Award of Contract to the successful bidder within the bid validity period. And the successful bidder will be required to sign and submit the contract

unconditionally within 15 days of receipt of such electronic communication. The contract shall be valid for a period of 24 months from the date of commencement of work on the availability of budget from NHM PIP.

17. Order quantity may be increase and decrease in the period of rate contract.

18. Format & Signing of Bid:-

(a) The bid forms/templates/annexure etc wherever applicable, shall be digitally signed & all the pages & annexure have be digitally signed by the authorized signatory. The authorization shall consist of a written letter of authorization from the authorized person, accompanied with a board resolution in case of a company/power of attorney as per annexure - 3

(b) The bid only signed (digitally) by authorized signatory, should be uploaded on the E-Proc. Portal in respective file format.

19. Tenders by Manufacturers:- Tenders shall be given only by bona-fide Manufacturer/Authorized Distributors in the goods. They shall, therefore, furnish a declaration in the SR FORM 11.

20. (i) Any change in the constitution of the firm etc. shall be notified forth with by the contractor in writing to the procuring Entity 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 procuring Entity a written agreement to this effect. The contractors receipt for acknowledgment of that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

21. Bid Prices:-

(a) The price/financial bid (BOQ) file available at e-procurement portal & without changing its form & type.

(b) All rates will be firmed and fix. The rates quoted must be FOR delivery at consignee stores including packing, forwarding, loading, transportation, excise duty, custom duty, insurance, unloading, stacking and all incidental charges, octroi and taxes except GST. The delivery of the goods shall be given at the premises of procuring entity.

22. Withdrawal, Substitution & Modification of Bids:-

1. A Bidder may withdraw, substitute or modify its Bid proposal after it has been submitted by sending a written withdrawal/substitutions/modification etc. The corresponding withdrawal, substitutions or modification of the bid must accompany the respective written notice. 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 authorized to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.

2. Bid requested to be withdrawn shall be returned unopened to the bidders.

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

23. Validity: Tenders shall be valid for a period of 90 days from the date of opening of Technical Bid.

24. The approved supplier shall be deemed to have carefully examined the specifications, of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, he shall, before signing the contract, refer the same to the procuring Entity and get clarifications.

25. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

26. Specification :- All article supplied shall strictly confirm to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks.

27. Expiry Date: Expiry period should be 2 years from the date of manufacturing, the remaining shelf life of the item at the time of delivery should not be less than 75% of the labeled shelf life.

28. Inspection : (a) The Procuring Entity or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have to power at all reasonable time to inspect and examine the materials and workmanship of

the goods/ equipments/ machineries during manufacturing process or afterwards as may be decided.

(b) The tender shall furnish complete address of the premises of his office, godawn and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those Distributors who have newly entered in business a letter of introduction from their bankers will be necessary.

29. The supplier shall furnish inspection/ Test report along with supplies. Payment shall be released only if the Test Report is satisfactory.
30. Supplies when received shall be subject to inspection to ensure whether they conform to the specification. For this purpose. Sample shall be taken by the committee & the same shall be carried out in Govt. of India approved Lab. Payment shall be released only if the test report is satisfactory.
31. Testing charges:- Testing charges shall be borne by the firm.
32. Supplier has to furnish the copy of approval by CIB (Central Insecticides Board).
33. 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 procuring entity.
34. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection after which procuring Entity 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.
35. 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.
36. The procuring Entity can repudiate the contract for the supply, at any time if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.

Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

37. Bid Security:- (a) Tender shall be accompanied by an Bid Security of Rs. 60000/- (Rs. Sixty thousand only) for Cyphenothrin 5% EC without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of **State Programme Committee (NVBDCP), Jaipur**.

(i) Cash/ Cash through treasury challan deposited under head "8443-Civil Deposits-103-sucurity Deposits".

(ii) Bank Draft/ Bankers Cheque/Bank Guarantee/FDR of the scheduled Bank. It can be deposit through e-Gras.

(iii) The bid security must remains valid up to 30 days beyond the original or extended validity period of the bid.

(b) Refund or Bid Security :- The Bid Security/Bid security of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

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

(d) The Central Government and Government of Rajasthan Undertaking need not furnish any amount of Bid Security. In view of bid security, a bid security declaration shall be taken from department's of the State Govt. and undertaking, corporations, autonomous bodies registered societies, cooperation society which was owned or controlled as managed by the State Govt. and Govt. undertaking of the Central Govt.

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

38. Forfeiture of Bid Security :- The Bid Security 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.

39.(1) Agreement and Performance Security : (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 Bid Security deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case is less than Bid Security .
- (iii) NO interest will be paid by the department on the security money.
- (iv) The forms of security money shall be as below.
- (v) In case of MSME/Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

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

- (a) deposit through eGRAS;
- (b) Bank Draft of Banker's Cheque of a scheduled bank;
- (c) National Saving Certificates and any other script/instrument under National Saving Schemes for promotion of ment 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.

(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.

(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 Photostat copy or a copy thereof duly attested by any Gazetted officer, will be partially exempted from Bid Security 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 Performance Security :- 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 procuring Entity in this regard shall be final.

40. 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.

41. Insurance:-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.

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

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

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

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

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

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

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

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

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

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

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

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

(5) Delivery period:- may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

44. Recoveries:- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld 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. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

45. Tenderers must make their own arrangements to obtain import license, if necessary.

46. If a tenderer imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tender 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 procuring entity.

47. The tenderer shall furnish the following documents at the time of execution of agreement :-

- (i) Attested copy of partnership Deed in case of Partnership Firms.
- (ii) Registration Number and year of registration in Case partnership firm is registered with Registrar of Firms.
- (iii) Address of residence and office. Telephone numbers in case of Sole Proprietorship.
- (iv) Registration issued by Registrar of companies in case of Company.

48. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

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

50. All the provision of RTPP Act 2012 & Rules 2013 and GF&AR are applicable in this RFP.

51. The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. Price fall clause in a price safety mechanism in rate contract 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 of quoting lower price, for all delivery of the subject mater 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 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.

52. Annexure A: COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process:
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation:
- c) Not indulge in any collusion. Bid rigging or any- competitive behavior to impair the transparency, fairness and progress of the procurement process:
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process.
- f) Not obstruct any investigation or audit of a procurement process:
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest:-

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

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

- I. A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if. Including but not limited to
 - a. Have controlling partners/ shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purpose of the Bid; or
 - d. Have a relationship with each other directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring entity regarding the bidding process; or
 - e. The Bidder participates in more than one Bid in a bidding process, Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as bidder, in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject or the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired by the procuring entity as engineer incharge/ consultant for the contract.

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

Signature of Tenderer with Stamp

Annexure B: Declaration by the Bidder regarding Qualification

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No
Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

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

Date :
Place:

Signature of bidder
Name :
Designation:
Address :

Annexure C: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

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

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

i. Filling 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.

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

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quota shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii. In case procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered the the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose

Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose is accepted.

Conflict of interest:-

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

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

A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if. Including but not limited to

- a. Have controlling/ shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purpose of the Bid; or
- d. Have a relationship with each other directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process; participation by a Bidder in more than one Bid will result in the disqualification of the bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as bidder, in more than one Bid ; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, works or services that are the subject or the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired by the procuring entity as engineer incharge/consultant for 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 -1

Declaration of Tenderers on Non judicial Rs. 100 stamp paper

(to be filled by the bidder)

I/We agree that we shall keep our price valid for a period of 2 year from the date of approval. I/We will abide by all the terms & conditions set forth in the tender documents No

I/We do hereby declare I/We have not been de-recognized / black listed by any State Govt.

/Union Territory/ Govt. of India/ Govt. Organization/ Govt. Health Institutions.

Signature of the bidder:

Date:

Name & Address of the Firm:

ANNEXURE-2

**DECLARATION by the Bidder on Non judicial Rs.100 stamp paper
(To be filled by the Bidder)**

To,

{Procuring entity},

In response to the NIB Ref. No.-----

dated-----

for

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

I/ We hereby declare that presently our

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

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
 - c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
 - d) does not have any previous transgressions with any entity in India or any other country during the last three years
 - e) does not have any debarment by any other procuring entity
 - f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
 - g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
 - h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
 - i) will comply with the code of integrity as specified in the bidding document.
- If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: - Authorised

Signatory: -

Seal of the Organization: Date:

Place:

ANNEXURE-3

BIDDERS AUTHORIZATION CERTIFICATE on Non judicial Rs.100 stamp paper

(to be filled by the bidder)

To,
{Procuring entity},

I/We (Name/Designation) hereby declare/certify that (Name/Designation) is hereby authorised to sign relevant documents on behalf of the company/firm is dealing with Tender/NIB No Dated.....

He/She also authorised to attend meetings & submit technical & commercial information/clarification a may be required by you in the course of processing the Bid. For the purpose of validation, his/her verified signatures are as under.

Thanking you,

Verified

Signature

Name of the Bidder: -

Authorised Signatory:

Seal of the Organization:

Date:

Place:

ANNEXURE-4

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

SR Form 11

Declaration of Tenderers

We hereby declare that we are Bonafide manufacturers/authorized sole distributors of the Stores for which we have tendered.

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

**Signature of Tenderer
with Rubber Stamp**

BOQ
To be filled only on e-proc by online
Financial Bid for Quoted Items

Sr.	Name Item with Specification	Total Approximate Quantity	Net rate per Ltr.	Rate of GST	Total Amount
1	CYPHENOTHRIN 5% E.C. (As per Specification) 1 Ltr. Pack	2000 Ltr.			

Rates shall only be filled in BOQ <http://eproc.rajasthan.gov.in>

Signature

Date:

(Name in Capital)
Company/Firm Seal

Note:-

1. The total amount should be inclusive of all taxes.
2. Rate should be quoted on separate sheet for each item.
3. Rate should be quoted both in Figures & words.
4. No quantity or cash discounts should be offered.
5. Read all the terms & conditions before filling the BF-IV.