

**Government of Rajasthan
Directorate of Medical Health, Family Welfare, Raj-Jaipur
SwasthyaBhawan, C-Scheme, Jaipur – 302005**

Ph.No. 0141-2225587

E-mail: caofw23@yahoo.com

No.F. ()/Store/Marker Pen/2017/ 63

Date: 20/4/18

BIDDING DOCUMENT



NIB NO. 07
(YEAR 2018-19)

DATED..20/4/18..

THE RATE CONTRACT FOR INDELIBLE MARKER PEN

(To be submitted on letter head of the Firm/Company)

BID SUBMISSION LETTER

(Declaration Form cum Check List)

To,
Director(RCH),
Directorate of Medical Health,
Family Welfare, Raj-Jaipur
SwasthyaBhawan,
C-Scheme, Jaipur – 302005

Subject:-Regarding Bid Submission for NIB-1

I/We..... (Name of Bidder) having our office at..... (Address of Bidder) do declare that I/We have read all the Terms & Condition of the tender floated by Director(RCH), Directorate of Medical Health, Family Welfare, Raj-Jaipur for the Rate Contract Cum Supply of Goods for the R/C period 2017-2018 and agree to abide by all the Terms & Conditions set forth therein. I/We declare that we are participating in this bid in the capacity of I/We enclose valid Registration Certificate of establishment. I/We further declare that the rates offered by us shall remain valid for the entire period of the bid and not supply the quoted items below the quoted rates to elsewhere. I/We enclosed the following documents as per details given below: -

S. No	Item	Particular
1	Bid security Detail	Page no.....
2	Self attested Photocopy of Audit Balance Sheet	
3	Average Annual turnover statement past 3 years certified by C.A.	Page no.....
4	Detail of Bidder	Page no.....
5	Registration Certificate of Business establishment.	Page no.....
6	Attested Copy PAN No. & GSTIN Certificate addresss of residence office	Page no.....
7	Original Bid Terms & Condition uploaded on e-procurement portal.	Page no.....
8	Statement of Past Supplies and Performance.	Page no.....
9	Declaration regarding compliance of bid terms and conditions .	Page no.....

10	Memorandum of Appeal Under the Rajasthan Transparency in Public Procurement act, 2012	Page no.....
11	Declaration by the Bidder Regarding Qualifications	Page no.....
12	Authorization of the Bidder by the Firm	Page no.....
13	Financial Bid Submission Sheet	Page no.....
14	Format of Agreement	Page no.....
15	Name, photograph & Specimen Signature of Designated Officer/ representative of the Bidder whom he authorized to make Correspondence with the Director (RCH)	Page no.....
16	Technical Under Taking	Page no.....

Date

(Name) Signature of Bidder with seal

Note: Please mention page number and sign before submitting the bid.

National Health Mission
Directorate of Medical, Health & Family Welfare
Swasthya Bhawan, C-Scheme, Jaipur - 302005

Ph. No. 0141-2228707, 0141-2223862, Fax No. 0141-2228707, e-mail -projectdirectorh@gmail.com

NOTICE INVITING E-BID (NIB NO. Q.7..DATE 20/4/18)
Unique Bid Number (UBN): _____

Sealed Single Stage Two-envelopes unconditional Bids are invited on behalf of the Governor of Rajasthan/Director (RCH) Medical, Health & Family Welfare Services Raj. Jaipur [Department of the State Government] for the procurement of **Indelible Marker Pen** on Rate Contract basis from manufacturers/ distributors/ authorised dealers/ stockiest/ registered Bidders/ bona-fide dealers [strike out which is not applicable] upto _____AM/PM of _____[Date].

S.No	Name of Article	Specifications (with reference to BIS Code, Patent, ISO, Agmark,	Quantity /unit	Price of Bidding Document (Rupees)	Amount of Bid Security (Rupees)	Validity period of Bids	Place of Delivery and Delivery Period
1	Indelible Ink Marker Pen	As per bid condition	2.50 Pen (in Lacs)	500	90,000	As per bid condition	As per bid condition

Details may be seen in the Bidding Document at our office or on the website of the State Public Procurement Portal <http://sppp.rajasthan.gov>. or "www.dipronline.Org" or <https://eproc.rajasthan.gov.in> or our website "www.rajswasthya.nic.in". may be downloaded from there or obtained from our office on payment of its price in cash/ banker's cheque/ demand draft/ eGRAS**.


Director (RCH) 19/4/18
Medical & Health Services
Rajasthan, Jaipur.

Government of Rajasthan
Directorate of Medical Health, Family Welfare, Raj-Jaipur
SwasthyaBhawan, C-Scheme, Jaipur – 302005

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Date: 20/4/18

NOTICE INVITING BID (NIB-7)

1. Single stage, two-envelopes bids for a rate contract are invited from manufacturers/distributor/authorized dealer/registered bidder/bona-fide dealer for the procurement of **Indelible Ink Marker Pen** as listed below :

S. No.	Name of Article	Specifications As per mentioned in bid document	Quantity and Approx. Amount	Amount of Bid security (Rupees)	Validity period of bids	Place of delivery and delivery period
1	Indelible Ink Marker Pen	As per Bid Condition	2.50 Pen (in Lac)	90,000	As per Bid Condition	As per Bid Condition

2. Detailed particulars of the list of **Indelible Marker Pen** bid documents are available on the website-"www.dipronline.org" or www.rajswasthya.nic.in or <https://eproc.rajasthan.gov.in> or sppp.raj.nic.in may be seen in the office of the Director (RCH)Swasthya Bhawan, C-Scheme, Jaipur – 302005

3. E-Bids are invited as per following schedule:-

Sale of bid forms from date and time as under	Date of pre-bid meeting	Last date & time for sale of bid form	Last date & time of receipt of bid form	Date & time of opening of technical bid
1	2	3	4	5
25-04-2018	02-05-2018	11-05-2018	11-05-2018	11-05-2018
11.00 am	3.00 pm	11.00 am	Up to 1.00 pm	3.00 pm

4. A pre-bid meeting will be held as per above schedule i.e., on **Dated 02-05-2018 at 3.00 PM** in the Conference Hall of Society Swasthya bhawan, Jaipur, to clarify and answer the queries on any other matter related to this bid.
5. After pre-bid meeting, necessary changes in bid conditions/ catalogue, if considered appropriate, will be made.
6. If any amendment/clarification is carried out in the technical specifications and bid terms & conditions following pre-bid meeting or any other information, the same will also be uploaded on the website www.rajswasthya.nic.in, sppp.raj.nic.in and <https://eproc.rajasthan.gov.in> and will not be published in

any news papers. It will not be intimated to individual bidder. In case, any inconvenience is felt, please

contact over telephone number i.e. 0141-2222417 or queries may be e-mailed on ".....".

7. The bid should be submitted through e-portal, after pre-bid meeting, including all the clarifications/modifications/amendments agreed & issued by the Dir. RCH. The bid shall only be submitted through e-procurement portal <https://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Bids shall not be accepted in physical form in any condition.
8. Bids received after the specified time and date shall not be accepted / opened.
9. The corrigendum/addendum issued by the Dir. RCH shall be the integral part of terms & conditions of the bid and should be duly signed and attached with the bid document by the bidder.
10. Price preference and / or purchase preference as per extant rules and guidelines in this regard shall be considered in evaluation of the bid and award of contract.
11. The Bid form fee Rs. 500/- (Rs. 250/- for SSI Units of Rajasthan) downloaded from the website, Bid Security as applicable in bid condition shall be deposited through in favour of Rajasthan State Health Society payable at Jaipur. The bidders are also required to deposit R.I.S.L. processing fee of Rs. 1000.00 in the form of D.D./Banker cheque in favour of M.D., RISL payable at Jaipur. The bid document fee, R.I.S.L. processing fee and bid security shall be deposited physically along with technical bid submissions sheet in the office of Director, RCH, and Jaipur before the last date and time of bid submission.
12. The technical bids shall be opened at 3.00 pm on 11-052018 or as amended in the presence of the bidders or their representatives, who wish to be present.
13. The Director(RCH) is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
14. bidders shall furnish the attested copy of GSTIN issued by the competent authority and permanent account number (PAN) issued by income tax department and address of residence and office, telephone/ mobile number, mail address.
15. It is clarified that the information required in bidding document should be submitted only in enclosed format without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.

16. Information of award of contract shall be communicated to all participating bidders on the website www.rajswasthya.nic.in and sppp.raj.nic.in. Please note that individual bidder will not be intimated.
17. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.
18. Transparency in Public Procurement Act, 2012 also provides redressal of grievances or complaints of bidder/prospective bidder, against any decision, action or omission of the procuring entity through mechanism of appeals under section 38 of the Act. Therefore such complaints/grievances shall be entertained only through this mechanism.
19. It is also clarified that interference with procurement process and vexatious appeals and complaints shall be dealt with respectively as per section 42 & 43 of RTPP Act.


Director (RCH) 19/4/18

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

DISCLAIMER

The information contained in this bid document for proposed procurement or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Director (RCH), Directorate of Medical Health, Family Welfare, Raj-Jaipur (Procuring Entity) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the Bidder may require.

Neither the Director(RCH), Directorate of Medical Health, Family Welfare, Raj-Jaipur, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is not an agreement and is not an offer or invitation by the Director(RCH), Directorate of Medical Health, Family Welfare, Raj-Jaipur.(hereinafter referred to as "Procuring Entity") or its representatives to the prospective Bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist the formulation of their Proposal/offer. The information contained in this bid document is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to correct any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposed procurement.

The Procuring Entity is, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of

anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this Bidding process.

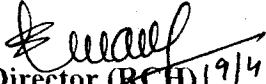
The Procuring Entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this bid document.

The Procuring Entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that the Procuring Entity is bound to select a bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the procurement and the Procuring Entity reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Procuring Entity or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Procuring Entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/ documents pertaining to this bid or subsequently provided to Bidder and/or Selected Bidder AND information/documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.


Director (RCH) 19/4/18
Directorate of Medical Health,
Family Welfare, Raj-Jaipur

QUALIFICATION AND EVALUATION CRITERIA FOR TECHNICAL BID

The lowest evaluated bidder shall have the necessary Qualifications to successfully fulfill its obligation under the contract. The **Director (RCH) Swasthya Bhawan, C-Scheme, Jaipur – 302005** with the help of Technical Committees and Purchase Committee specified the Qualification Criteria. Minimum acceptable levels with regards to Bidder's experience in supply goods and related services with comparable technical parameters.

S.N.	Particulars	Enclosed (Yes/NO)
1	Bidder should have Three Year experience in Indelible ink marker pen supply .	
2	Minimum average annual turnover in Indelible ink marker pen supply business should be Rs. 50 Lac. The turnover statement duly certified and signed by Chartered Accountant will be submitted along with Bid;	
3	Bidder should submit audited balance-sheet.	
4	Attested Copy of PAN 7& GST CETIFICATE	
5	Attested copy of Registration certificate of business establishment issued by Competent Authority.	
6	Required Certificates/Licence/Documents should be complete and updated.	
7	Technical bid submission sheet	
8	Annexure-A (Declaration by bidder regarding qualifications)	
9	Annexure-B (Statement of annual turnover)	
10	Annexure-C (Statement of Past supplies & performance)	
11	Annexure-D (Affidavit regarding compliance of Bid terms & conditions)	
12	Financial price bid submission sheet	
13	Original Bid Terms and Conditions uploaded on e-procurement portal should be submitted in all respects with attested per page by bidder.	
14	Details of the Bidder firm	
15	Bid Security Detail	
16	Name, photograph & Specimen Signature of Designated Officer/ representative of the Bidder whom he authorized to make Correspondence with the Director(RCH)	
17	Declaration regarding acceptance of bid terms and conditions .	

(Name) Signature of Bidder with seal

Government of Rajasthan
Directorate of Medical Health, Family Welfare, Raj-Jaipur
SwasthyaBhawan, C-Scheme, Jaipur – 302005

BID FOR SUPPLY OF INDELIBLE INK MARKER PEN AT RATE CONTRACT
CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER YEAR 2016-17 :

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

GENERAL TERMS AND CONDITIONS & INSTRUCTIONS OF BID & CONTRACT

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

1. The scanned copy of complete Bid document filled and signed on each page as per ITB and other requirements shall be electronically uploaded on website <https://eproc.rajasthan.gov.in> within the prescribed Bid submission period. **Please note that physical submission of bid document shall not be accepted.** Bid should be submitted by, Only Registered proprietor, firm, Company, manufactures and Society which deal in supply item.
2. Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court of judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
3. Bidder should not have, and their 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 year preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
4. The bid should be submitted through e-portal, after pre-bid meeting, including all the clarifications/modifications/amendments agreed & issued by the Dir. RCH The bid shall only be submitted through e-procurement portal <https://eproc.rajasthan.gov.in>. of Govt. of Rajasthan. Bids shall not be accepted in physical form in any condition.

5. Bid form must conform the terms & conditions of the bid documents, Technical Bid and Financial Bid (BOQ) should be in Cover-A and Cover-B respectively through e-procurement portal.
6. The bidding is for rate contract cum supply for a R.C. period of 12 months.
7. It is clarified that the information required in bidding document should be submitted only in enclosed Bidding Form without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
8. It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of our bid/ rates is maintained up to bid opening & that your documents are put to any misuse.
9. It is advisable for you to authorize only those persons for DMHS bid who are employed in your company on salary basis.
10. Correspondence with the DMHS regarding these bids by the authorized signatory of the firm shall only be entertained.
11. Certificates/Licenses/Documents, which are required should be complete in all respect and should be updated.
12. The average gross annual turnover of the bidder shall be as per bid document for last three financial years. The turn over statement duly certified and signed by Chartered Accountant shall be submitted along with bid, failing which the bid shall be rejected.
13. The Bid form fee, processing fee and Bid Security shall be deposited physically in the office of Director (RCH), DMHS, Jaipur before the last date and time of bid submission.
14. You are required to prepare a single PDF file for the entire bid document and then it should be uploaded on the website "[https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in)". Bid document if not prepared as single PDF file, the website may not accept second and onward parts of the bid.
15. The technical bids shall be opened at **3.00 PM on dated 11-05-2018 or as amended** in the presence of the Bidders or their representatives who wish to be present.
16. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under. Rajasthan Transparency in Public Procurement Act, 2012 also provides redressal of grievances or complaints of bidder/prospective bidder, against any decision, action or omission of the procuring entity through mechanism of appeals under section 38 of the Act. Therefore such complaints/grievances shall be entertained only through this mechanism.
17. Bid form fees, RISL processing fees and bid security should be submitted separately for each bid. Bid form fees and RISL processing fees are non-refundable

18. Bids received after the specified time and date shall not be accepted / opened.
19. The corrigendum/addendum issued by the Dir. RCH shall be the integral part of terms & conditions of the bid and should be duly signed and attached with the bid document by the bidder.
20. Price preference and / or purchase preference as per extant rules and guidelines in this regard shall be considered in evaluation of the bid and award of contract.
21. The Bid form fee Rs. 500/- (Rs. 250/- for SSI Units of Rajasthan) downloaded from the website, Bid Security as applicable in bid condition or mentioned in table-1 and R.I.S.L. processing fee of Rs.1000.00 shall be deposited through in the form of D.D./Banker cheque in favour of Rajasthan State Health Society payable at Jaipur. The bidders are also required to deposit R.I.S.L. processing fee of Rs. 1000.00 in the form of D.D./Banker cheque in favour of M.D., RISL payable at Jaipur. The bid document fee, R.I.S.L. processing fee and bid security shall be deposited physically along with technical bid submissions sheet in the office of Director(RCH), DMHS, and Jaipur before the last date and time of bid submission.
22. The Director(RCH) is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
23. It is clarified that the information required in bidding document should be submitted only in enclosed format without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
24. Information of award of contract shall be communicated to all participating bidders on the website www.rajswasthya.nic.in and sppp.raj.nic.in. Please note that individual bidder will not be intimated.
25. It is also clarified that interference with procurement process and vexatious appeals and complaints shall be dealt with respectively as per section 42 & 43 of RTTP Act.
26. The financial bid will be opened only of those bidders who are successful in technical bid.
27. Authority letter from manufacturer/authorized service provider certificate is to be provided in case the bid is submitted by authorized agent.
28. Company should produce a letter mentioning the person deputed/ representative is authorized on behalf of company stating the name of person, address and designation by competent.
29. The contract will be valid for 12 Month from the date of award of contract and may be extended on satisfactory performance of contract with mutually agreeable terms and conditions.
30. The tender or his representative should be available/approachable over phone and otherwise on all the days.
31. **Price Bid :-** Price bid to be submitted in a Indian Currency only (INR), as per prescribed Performa, both in words and figures separately without cutting/. If there is discrepancy between words & figures the amount in words self prevail.

32. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tender shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

33. Late bids will not be entertained

34. conditional bids shall be rejected.

35. **Payment :-** (I) Approved supplier shall supply Indelible Ink Marker pen in good condition and as per specification prescribed in bid document. According to the supply order made by the Director, RCH/All subordinate offices.

(II) after completion of satisfactory supply of Indelible Ink Marker pen the payment will be made by the subordinate offices According to the supply order.

(III) In case of disputed items, 10 to 25 % of amount shall be withheld and will be paid on settlement of the dispute.

36. **1. Liquidated damages :** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the tender has failed to supply :-

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

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

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

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

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

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

(3) 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.

(4) 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.

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

38. Warranty/Guarantee clause : The tenderer would give guarantee that the goods/ stores/articles would continue to conform to the description and quality as specified for a period of..... days/months from the date of delivery of the said goods/ stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of.....days/months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

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

40. Bid security:-(1) Bid security of Rs 90,000/- only is to be deposited along with the tender either through Banker's cheque or D.D. payable in favour of Rajasthan State Health Society, Jaipur. The Bid security deposited with earlier tenders will not be adjusted against this tender. Tenders without Bid security will not be entertained.

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

41. Forfeiture of Bid Security:-

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

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

42. PERFORMANCE SECURITY (P.S.)

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

43. FORFEITURE OF PERFORMANCE SECURITY :- Performance Security amount in full or part may be forfeited in the following cases: -

- (a) When any terms and conditions of the contract are breached.
- (b) When the Bidder fails to make complete supply satisfactorily.

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

44. Period of validity of bids :-

- (1) Bids submitted by the bidders shall remain valid for three months.
- (2) Prior to the expiry of the period of validity of bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid but in such circumstances bid security shall not be forfeited.
- (3) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or

submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its bid.

45. Withdrawal, substitution and modification of bids:-

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

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

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

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

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

46. Correction of arithmetic errors in financial bids.- The bid evaluation committee shall correct arithmetical errors in substantially responsive bids, on the following basis, namely: -

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

47. Comparison of rates of firms outside and those in Rajasthan.- While tabulating the bids of those firms which are not entitled to price preference, the element of Added GST shall be excluded from the rates quoted by the firms of Rajasthan and the element of GST shall be included in the rates of firms from outside Rajasthan for evaluation purpose.

48. Procuring entity's right to accept or reject any or all bids.- The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

49. Right to vary quantity.-

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

(2) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or

completion period may also be proportionately increased. The limits of repeat order shall be as under-

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

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

- 50. Dividing quantities among more than one bidder at the time of award.-** As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.

51. Execution of agreement.-

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

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

(3) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.

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

(5) All Successful Bidder should execute agreement immediately by furnishing the Security Deposit as prescribed within fifteen days as per the terms & conditions on Rs.500/- non judicial stamp paper. In the event of failure to execute the agreement, the Performance security OR Bid Security as the case may be stand forfeited apart from cancellation of supply contract to contract besides debarring of the Bidder and NHM is entailed to collect liquidated damages if any from the Bidder for his failure to comply with the terms and conditions of the Tender. Delay may be condone by the Mission Director.

52. TERMINATION OF CONTRACT ON BREACH OF CONDITION:

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

53. SUBLETTING

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

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

- (a) maintain an unimpeachable standard of integrity both inside and outside their office;
- (b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions;
- (c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large;
- (d) not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition;
- (e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;
- (f) not have a financial interest in any bidder(s) responding to a procuring entity's bidding process and any person having financial interest in any bidder shall not participate in that procurement process;
- (g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information;
- (h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;
- (i) provide all bidders identical information at the same time, during the bidding process;
- (j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process;
- (k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders;
- (l) protect the interests of the procuring entity under all circumstances while dealing with information and information sources;

- (m) maintain confidentially of all bids;
- (n) ensure that the selection of bidder is as per the bidding documents and is not influenced by personal reasons attributable to concerned officials in any manner; and
- (o) disclose conflict of interest, if any.
- (2) Any person participating in procurement process shall,-
 - (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - (b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (c) not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - (d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
 - (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - (f) not obstruct any investigation or audit of a procurement process;
 - (g) disclose conflict of interest, if any; and
 - (h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

- 55. Conflict of interest.-** (1) A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- (2) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following:-
- (a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
 - (b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
 - (c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
 - (d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including

family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.

(3) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

(a) they have controlling partners in common;

(b) they receive or have received any direct or indirect subsidy from any of them;

(c) they have the same legal representative for purposes of the bid;

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

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

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

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

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

58. **SAVING CLAUSE:-** No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid

59. **GST:-** No Bidder who is not registered under the GST in the State where his business is located shall bid. The GST IN must be quoted, without which the Bid is liable to be rejected.

60. All rates quoted must be FOR destination and should include all incidental charges except GST which should be shown separately. No cartage or transportation charges will be paid by Procuring Entity and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises of the Procuring Entity.

61. The Bidder must be manufacturer, distributor, authorised dealer, registered Bidder, bona-fide dealer in the Goods and, if required, he shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorisation by the manufacturer or country distributor in India, shall be enclosed.
62. **Bidder must have** supplied the items as mentioned in the specifications up to 1,00,000 indelible ink marker pen per Year, in any state of the country.
63. **The bidder should furnish information on past supplies and satisfactory performance for all the supplies made so far.**
64. Bidder shall invariably furnish documentary evidence in support of satisfactory supply of indelible ink marker pens.
65. Bidder shall furnish data to support that he has financial and production capacity to perform the contract and complete the supplies within a stipulated delivery period.
66. Bidders should have CE/ISI/ISO/USFDA/WHO-GMP certification/NABL Test Reports for quoted item as applicable.
67. Average gross Financial turnover of bidder for last 3 year should be minimum Rs 50,00,000 lacs per year.
68. **Specification :- Indelible ink marker pen 2 sets Sample should be submitted with technical bid document physically.**
69. Ink should be of a higher quality and its impressoion on finger must be remained at least for 5 to 6 days.
70. **One marker pen should have the capacity of marking approx 400-500 children.**
71. **Approved sample would be retained free of cost up the period of six month after the expiry of the contract**
72. **JURISDICTION**

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

73. 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 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 or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2** The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

- 3** If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document In this behalf within fifteen days from the expiry

of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

4 Appeal not to lie certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal.-

(a) An appeal under sub-section(1) or (4) of section 38 shall be in Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal.-

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal.-

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(I) hear all the parties to appeal present before him; and

(II) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(III) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(IV) The order passed under sub-rule (3) shall also be placed on the State Public Procurement Portal.

FORM No. 1

[See rule 83]

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

Appeal Noof

Before the(First / Second Appellate Authority)

A Bidd

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented

by a representative, the name and postal address

of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

(Supported by an affidavit)

7. Prayer:

Place

Date

Appellant's Signature

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

Annexure-A

Declaration by the Bidder regarding Qualifications

in relation to my/our Bid submitted toFor supply of Indelible ink marker penin 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:-

Signature of the bidder

Place:-

Name:

Designation:

Address:

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

ANNEXURE-B

STATEMENT OF ANNUAL TURNOVER

The average annual turnover of M/s. _____
address _____
_____ for the past one year is and certified that the statement is true and correct.

S. NO.

Financial Years

Turnover in Lacs (Rs)

1.

2.

3.

Total

-

Rs. _____ Lacs

Average turnover per annum

-

Rs. _____ Lacs

Date:-

Signature of Auditor/Seal

Place:-

Chartered Accountant

(Name & Address)

Tel. No.

Mob. No.

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

ANNEXURE-C

STATEMENT OF PAST SUPPLIES AND PERFORMANCE

We..... (Name of firm) do hereby undertake that we have performed the supply of Indelible ink marker pen as per details given below:-

Calendar Year	Order Placed by [full address of purchaser with telephone & Fax no.]	Order No. and Date	Date of Completion of delivery		Remarks indicating reasons for late delivery, if any	Has the work been satisfactory ?
			As per contract	Actual		
1	2	3	4	5	6	7
2015-16						
2016-17						

Note:-

1. It should be submitted with technical Bid.
2. The above information may be verified from relevant documents of bidder.

Date:-

Signature of the bidder

Place:-

Name:

Designation:

Address:

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

Annexure-D

Affidavit regarding compliance of Bid Terms & Condition

BIDDER NAME.....

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

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

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

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

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

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

Name of Bidder with Signature and Seal

Technical Bid Submission Sheet

Technical Bid Submission Sheet

Date: _____

NIBNo.: _____

_____ Alt

Ernative No., if permitted: _____

To: _____

We, the under signed, declare that:

- (a) We have examine dand have no reservations to the Bidding Document, including Addenda No.:-
- (b) We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in Section V, Schedule of Supply, the following Goods and Related Services:

- (c) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities of India or other the eligible countries;
- (f) We are not participating, as Bidder in more than one Bid for supply of the subject Goods in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- (k) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
- (l) Other comments, if any:

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

Duly authorised to sign the Bid for and on behalf of: _____

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

Financial/ Price Bid Submission Sheet

Financial Bid Submission Sheet

Date: _____

NIBNo.: _____

_____ Alt

Ernative No., if permitted: _____

To: _____

We, the undersigned, declare that:

(b) We have examined and have no reservations to the Bidding Document, including Addenda No.:-

(b) We offer to supply in conformity with the Bidding Document and in accordance with the specifications, the delivery schedule and other requirements as specified in Section V, Schedule of Supply, the following Goods and Related Services:

(c) The total Price for our Bid, excluding any discounts offered, if permitted, in item (d) below is: _____

(d) The discounts offered, if permitted and the methodology for their application are: _____

(e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(g) Other comments, if any:

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

Duly authorized to sign the Bid for and on behalf of: _____

(On the letterhead of firm and notarized)
Authorisation of Bidder by the Firm

TO,
Director(RCH),
Directorate of Medical Health,
Family Welfare, Raj-Jaipur
SwasthyaBhawan,
C-Scheme, Jaipur – 302005

Subject: Regarding authorisation of Bidder by the Firm.
Ref.: Your NIB No. 1 dated.....

Name of items.....

Dear Sir,

I/we.....(Name).....for M/s.....(Name of firm).....
who are proven and reputable manufacturers firm/company/proprietor(Name of
item).....having office at(Address of office)..... hereby authorize
Mr..... (Name & Designation of Bidder).....to submit a Bid, process the same further and
enter into a contract with you against your requirement as contained in the above referred Bid
documents/NIB for the above goods deal by us.

I/we obtain the approval of Board of Directors of our Firm in the meeting no.....held on
dated.....at Agenda No.....

I/we further confirm that no individual other than Mr.....(Name & Designation of Bidder), is
authorised to submit a Bid, process the same further and enter into a contract with you against your
requirement as contained in the above referred Bid documents for the above goods manufactured by our
Firm.

I/we also hereby extend our full guarantee as applicable as per Bid conditions of Contract, read
with modifications/addendum, if any, in the General/Special Conditions of Contract for the goods and
services offered for supply by the authorized Bidder/Signatory against this Bid document.

I/we also hereby confirm that we shall also be responsible for the satisfactory execution of
contract placed on the authorized Firm.

This authorization shall be valid till the completion of the rate contract period and related services
ie. Guarantee and Comprehensive Maintenance obligations etc., whichever is later.

The attested photocopy of photo ID/Voter ID/Driving License/Any other equal document for
authorised person is enclosed here.

Yours faithfully,
(Name & Signature of Chairman & CMD).....
For M/s
AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized person Mr.....(Signature, Name & Address).....

AGREEMENT

1. This deed of agreement is made on this day of2015 for the rate contract period 2016-17 ending of said item----- between M/s ----- represented by Shri Proprietor/Managing Director/Managing Partners having its registered office at and its factory premises at..... (hereinafter called “the approved supplier”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the Directorate of Medical Health, Family Welfare, Raj-Jaipur represented by its Director, RCH having its office at SwasthayaBhawan, TilakMarg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as “The Procuring Entity” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
2. Whereas the supplier has agreed with the Procuring Entity, the Indelible Ink marker Pen supplies with specifications mentioned in Bid attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the Directorate of Medical Health, Family Welfare, Raj-Jaipur of the State of Rajasthan at its head office as well as at offices/consignees throughout Rajasthan, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **column No. ---** (Approved Rate-----) of the said attached schedule.
3. And where as the approved supplier has deposited with the Procuring Entity a sum of **Rs.----- (In words Rs.-----only)** as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,
 - (i) The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of said articles supplies for Director, RCH for the year 2016-17, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (ii)
 - (a) The agreement is for the supply by the Supplier to the Procuring Entity of said articles supplies specified in the bid attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.
 - (b) The Agreement shall be deemed to have come into force with effect from the dateand it shall remain in force for a period of eighteen months or as for extended period.

4. Now these Presents witness:

- (i) In Consideration of the payment to be made by the Directorate of Medical Health, Family Welfare, Raj-Jaipur or consignee offices at the rates set forth in the schedule hereto a appended the approved supplier will duly supply the said articles set forth in Schedule of Rates and supply order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be deemed to, be taken as part of this agreement and are binding on the parties executing this agreement.
- (ii) The conditions of the bid and contract for open bid enclosed to the bid notice No..... Dated :..... & corrigendum no..... Dated : and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (iii) Letters received from Bidder and letters issued by Director, RCH in the regard of this bid and also as appended to this agreement shall also form part of this agreement.
- (iv) (a) Director, RCH do hereby agree that if the approved supplier shall duly supply the said articles as per the supply order made by Director, RCH/All Subordinate Officers in the manner aforesaid observe and keep the said terms and conditions, the payment will be made by subordinate offices under Director, RCH after the supply of Marker pen in good condition and as per specification through Demand Draft/RTGS Transfer or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- (b) The mode of payment will be as specified in terms & conditions of the bid i.e. through RTGS/ banker's cheque/Demand Draft etc.

5. The delivery shall be effected and completed within the period noted

below from the date of supply order:-

S.N.	Items Quantity	Delivery Period
1	As supply orders	As per terms & conditions of bid

6. (i) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful Bidder shall arrange supplies Within the period on receipt of order from the procuring entity.

(ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply :-

(a) Delay up to one fourth period of the prescribed delivery period - 2.5 %

(b) Delay exceeding one fourth but not exceeding half of the

Prescribed delivery period	-	5%
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(c) Delay exceeding half but not exceeding three fourth

of the prescribed delivery period	-	7.5%
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(d) Delay exceeding three fourth of the prescribed delivery period.- 10%

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damages shall be 10%.

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

(i) 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 supplier.

7. Termination of contract on breach of condition

(i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.

(b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

(c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.

(ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.

(iii) Notice etc. in writing

All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

(iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of "custom" or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.

(v) Bankruptcy of the supplier:- In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.

(vi) Serving of notice on supplier:- All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

8. Dispute settlement:-

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Director, RCH and the decision of the Director, RCH shall be final as per bid terms and conditions.

And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the

rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the present, the decision of Director, RCH in the matter shall be final and binding.

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Director, RCH. All legal proceedings, if necessary arise to institute may by any of the parties (Corporation or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.

9. If the rates of the approved items are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify Director, RCH and reduce the rates in the same proportion.
10. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.
12. **Jurisdiction:**

All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jaipur.

In witness whereof the parties here to have set their hands on the day..... of 2018.

Signature of the approved

Supplier with Seal
(FW)Jaipur

Witness-1

Witness-2

only For met

[Signature]
Director (RCH)

For and on behalf of
Director Medical & Health Services

Witness-1

Witness-2

Item Wise BoQ

Tender Inviting Authority: Director RCH Medical and Health Services
Name of Work: Indelible Ink Marker Pen
Contract No: 01412225587

Name of the Bidder/ Bidding Firm / Company :										
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
Sl. No.	Item Description	Quantity	Units	Estimated Amount in Rs. P Lac	BASIC RATE In Figures To be entered by the Bidder in Rs. P	IGST in Amount	SGST Amount in INR Rs. P	CGST IN Amount	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
1.01	Indelible Ink Marker Pen as per specification mentioned in bid document	2,50,000	Each pen	45,00,000					0.00	INR Zero Only
Total in Figures									0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only									

Note:- The rates of consumables shall not be included/considered for determining the lowest bidder.

Date

Signature

Name in Capitals

Company /Firm Seal