

NIB NO. 02

(YEAR 2021-22)

DATED.....04/01/2022

THE RATE CONTRACT FOR INDELIBLE MARKER PEN

**Mission Director, National Health Mission
3rd Floor, NHM Building, Swasthya Bhawan,
Tilak Marg, C-Scheme, Jaipur
Website:- www.rajswasthya.nic.in**

20/01/2022
4/01/2022

SY *SS*

Government of Rajasthan
National Health Mission, Rajasthan
Department of Medical, Health & FW, Swasthya Bhawan, Jaipur

Ph.No. 0141-2225715

E-mail: storenhmrajasthan@gmail.com

F. No. (/)/Store/Marker Pen/2021-22/ 725

Date: 9/1/2022

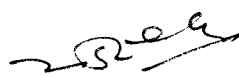
RFP published vide Notification No. F. No. (/)/Store/Marker Pen/2021-22.....dated.....uploaded on <http://sppp.rajasthan.gov.in>, portal departmental website, www.rajswasthya.nic.in and website <http://eproc.rajasthan.gov.in>. Proposals be submitted online in electronic format on <http://eproc.rajasthan.gov.in>

All details related to this RFP can be viewed and downloaded from sppp.rajasthan.gov.in, departmental website, www.rajswasthya.nic.in and website <http://eproc.rajasthan.gov.in>
Timelines are as below:-

S.No	Particulars	Date & time
1.	Date & time of uploading bid document.	04/01/2022 at 6.00 PM
2.	Date from which Bidding Document will be provided from the web-site of downloaded from e-procurement or State Public Procurement Portal	04/01/2022 at 6.00 PM
3.	Pre-Bid meeting.	-
4.	Last time and date up to which Bids can be submitted/ uploaded on e- procurement website	10/01/2022 at 03.00 PM
5.	Last date & time for submission of fees following in original and physical form:	10/01/2022 at 03.30 PM
6.	Time and date of opening of Technical Bid	10/01/2022 at 05.00 PM
7.	Time and date of opening of Financial Bid	To be informed later

Note:- In case if any date mentioned above happens to be a holiday, the scheduled activity of that date will be carried out on next working day on same time.


Mission Director,
NHM







Government of Rajasthan
National Health Mission, Rajasthan
Department of Medical, Health & FW, Swasthya Bhawan, Jaipur

Ph.No. 0141-2225715

E-mail: storenhmrajasthan@gmail.com

F. No. ()/Store/Marker Pen/2021-22/ 725

Date: 4/1/2022

NOTICE INVITING E-BID (NIB NO..02 .DATE 4/1/2022)

Unique Bid Number (UBN): _____

Bids are invited on behalf of the Mission Director (NHM) Medical, Health & Family Welfare Services Raj. Jaipur for the procurement of **Indelible Marker Pen** on Rate Contract basis from manufacturers/ distributors/ authorized dealers/ stockiest/ registered Bidders/ bona-fide dealers.

S.No	Name of Article	Specifications (with reference to BIS Code, Patent, ISO, Agmark, Part No. etc.)	Estimated cost In Lakh	Bid Security	RISL processing Fees (In Rs.)	Price of Bidding Document (Rupees)	Validity of R/C period
1	1,38000 Indelible Ink Marker Pen	As per bid condition	30.00 Lakh	Bid Security Shall be 2% of the estimated value of subject matter of procurement put to bid or as specified by the state Govt.	500	1000	One year

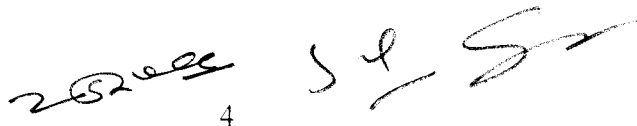
Details may be seen in the Bidding Document at our office or on the website of the State Public Procurement Portal "<http://sppp.rajasthan.gov.in>" or <https://eproc.rajasthan.gov.in> or our website "www.rajswasthya.nic.in". may be downloaded from there or obtained from our office on payment of its price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


Mission Director

National Health Mission (NHM)

Government of Rajasthan
National Health Mission, Rajasthan
Department of Medical, Health & FW, Swasthya Bhawan, Jaipur
Ph.No. 0141-2225715 E-mail: storenhmrajasthan@gmail.com

1. 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.
2. If any amendment/clarification is carried out in the technical specifications and bid terms & conditions any other information, the same will also be uploaded on the website www.rajswashya.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. 0141-2225715/9413527285
3. Bids received after the specified time and date shall not be accepted/opened/Considered.
4. The corrigendum/addendum issued by the Mission Director (NHM) 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.
5. Price preference and / or bidder preference as per extant rules and guidelines in this regard shall be considered in evaluation of the bid and award of contract.
6. The Bid Document fee Rs. 1000/- 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. 500/- in the form of D.D./Banker cheque/e-GRAS in favour of M.D.. RISL payable at Jaipur. The bid document fees and R.I.S.L. processing fees shall be deposited physically along with technical bid submissions sheet in the office of Mission Director (NHM), and Jaipur before the last date and time of bid submission.
7. The technical bids shall be opened online on e-proc as amended in the presence of the bidders or their representatives, who wish to be present.
8. The Mission Director (NHM) is not bound to accept without assigning any reason thereof the lowest bid and may reject any or all bids.
9. 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.
10. 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.


4

11. Information of award of contract shall be communicated to all participating bidders on the website www.rajswashya.nic.in and sppp.raj.nic.in. Please note that individual bidder will not be intimated.
12. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.
13. 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.
14. 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.

2026 54 S

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

BID SUBMISSION LETTER

(Declaration Form cum Check List)

To,
Mission Director (NHM),
Directorate of Medical Health,
Family Welfare, Raj-Jaipur
Swasthya Bhawan,
C-Scheme, Jaipur – 302005

Subject:-Regarding Bid Submission for NIB-02

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 bid floated by Mission Director (NHM), Swasthya Bhawan, Directorate of Medical Health, Family Welfare, Raj-Jaipur for the Rate Contract Cum Supply of Goods for the R/C period for one year from date of agreement 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	Page No.
1	Self attested Photocopy of Audit Balance Sheet	
2	Average Annual turnover statement past 3 years certified by C.A.	
3	Detail of Bidder	
4	Registration Certificate of Business establishment.	
5	Attested Copy PAN No. & GSTIN Certificate address of residence office.	
6	Original Bid Terms & Condition uploaded on e-procurement portal.	
7	Statement of Past Supplies and Performance.	
8	Declaration regarding compliance of bid terms and conditions.	
9	Memorandum of Appeal Under the Rajasthan Transparency in Public Procurement act, 2012	
10	Declaration by the Bidder Regarding Qualifications.	
11	Authorization of the Bidder by the Firm.	
12	Financial Bid Submission Sheet.	
13	Format of Agreement.	
14	Name, photograph & Specimen Signature of Designated Officer/ representative of the Bidder whom he authorized to make Correspondence with the Mission Director (NHM)	
15	Technical Under Taking.	

Date

(Name) Signature of Bidder with seal

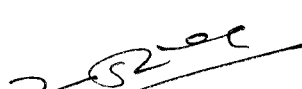
Note: Please mention page number and sign before submitting the bid.



2024/06/06 54

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 **Mission Director (NHM), Swasthya Bhawan, C-Scheme, Jaipur – 302005** with the help of procurement 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 of firm should be Rs. 50 Lakh. The turnover statement duly certified and signed by Chartered Accountant will be submitted along with Bid;	
3	Bidder should submit audited balance-sheet for last 3 years.	
4	Attested Copy of PAN 7& GST CERTIFICATE	
5	Attested copy of Registration certificate of business establishment issued by Competent Authority.	
6	Required Certificates/License/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	Name, photograph & Specimen Signature of Designated Officer/ representative of the Bidder whom he authorized to make Correspondence with the Director((NHM))	
16	Declaration regarding acceptance of bid terms and conditions.	

 (Name) Signature of Bidder with seal

7  

BID FOR SUPPLY OF INDELIBLE INK MARKER PEN AT RATE CONTRACT
CONDITIONS OF BID AND CONTRACT FOR OPEN BID YEAR 2021-22 :

Note: Bids should read these conditions carefully and comply strictly while sending their bids

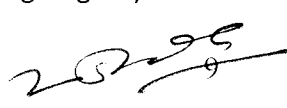
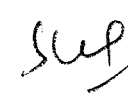

GENERAL TERMS AND CONDITIONS & INSTRUCTIONS OF BID & CONTRACT

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, including all the clarifications/modifications/amendments agreed & issued by the Mission Director (NHM) 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 from date of agreement.
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.

Handwritten signatures and a date stamp. The date stamp shows '2022' over '8'. There are three distinct handwritten signatures or initials.

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. Correspondence with the NHM regarding these bids by the authorized signatory of the firm shall only be entertained.
10. Certificates/Licenses/Documents, which are required should be complete in all respect and should be updated.
11. 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.
12. The Bid form fee and processing fee shall be deposited physically in the office of Mission Director (NHM), Swasthya Bhawan, Jaipur before the last date and time of bid submission.
13. 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.
14. 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.
15. Bid form fees and RISL processing fees should be submitted separately for each bid. Bid form fees and RISL processing fees are non-refundable.
16. Bids received after the specified time and date shall not be accepted / opened.
17. The corrigendum/addendum issued by the Mission Director (NHM) 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.
18. Price preference and / or procurement preference as per extant rules and guidelines in this regard shall be considered in evaluation of the bid and award of contract.
19. The Bid form fee Rs. 1000/- downloaded from the website, Bid Security as applicable in bid condition 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. 500 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 Mission Director (NHM), Swasthya Bhawan, Jaipur before the last date and time of bid submission.
20. The Mission Director (NHM) is Procuring Entity (PE).
21. The Mission Director (NHM) is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.

22. 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.
23. 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.
24. 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.
25. The financial bid will be opened only of those bidders who are successful in technical bid.
26. Authority letter from manufacturer/authorized service provider certificate is to be provided in case the bid is submitted by authorized agent.
27. 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.
28. 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.
29. The bid or his representative should be available/approachable over phone and otherwise on all the days.
30. **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.
31. 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 the firm order from the MD-NHM.
32. Late bids will not be entertained
33. Conditional bids shall be rejected.
34. **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 Mission Director, NHM/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.
35. **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 bid has failed 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.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period.	10.0%

Note:

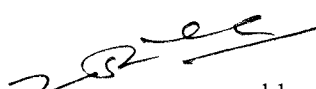

2020 54 52

- (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 bidder.

36. 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.

37. Warranty/Guarantee clause: The bidder 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 Procuring Entity 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 Procuring Entity in that behalf will be final and conclusive), the Procuring Entity 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 bidder shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Procuring Entity, otherwise the bidder 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 Procuring Entity in that behalf under this contract or otherwise.

38. 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.

39. PERFORMANCE SECURITY (P.S.)

- a) Successful Bidder should submit Security Deposit at 5% value (As per RTPP Rules 75) of bid document within seven days from the date of acceptance of Bid or as specified by the state Govt. in the form of DD/Bankers cheque or deposited through e-GRAS in favor of Rajasthan State Health Society.
- b)
 - (i) Performance security should remain valid for a period of 60 (Sixty Days) days (As per RTPP Rules 75) 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.

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

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

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

41. Period of validity of bids:-

- (1) Bids submitted by the bidders shall remain valid for 90 days from the date of opening or technical bids..
- (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.

42. 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

43. 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.

44. 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.

45. 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.]

46. Execution of agreement.-

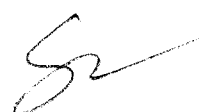
(1) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.

(2) The successful bidder shall sign the procurement contract within (7 days) seven 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

 13





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.

47. 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 Procuring Entity to forfeit the amount deposited by the Supplier as Security Deposit and cancel the Contract.
- b) 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.

48. SUBLETING

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

49. 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:

Handwritten signatures and initials at the bottom of the page, including a signature that appears to be 'S. S. S.' and another that appears to be 'S. S. S.'.

- (j) Apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process;
 - (k) Not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders;
 - (l) Protect the interests of the procuring entity under all circumstances while dealing with information and information sources;
 - (m) Maintain confidentiality of all bids;
 - (n) Ensure that the selection of bidder is as per the bidding documents and is not influenced by personal reasons attributable to concerned officials in any manner; and
 - (o) Disclose conflict of interest, if any.
- (2) Any person participating in procurement process shall,-
- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - (b) Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (c) Not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
 - (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - (f) Not obstruct any investigation or audit of a procurement process;
 - (g) Disclose conflict of interest, if any; and
 - (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

50. 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

2021/5 34

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

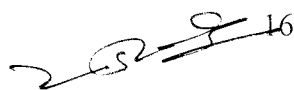
(f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated 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.

51. 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.

52. 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.

53. 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.

54. 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

 2016



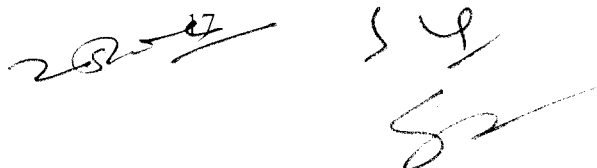
etc.] of the Goods shall be given at the designated premises of the Procuring Entity.

55. The Bidder must be manufacturer, distributor, authorized 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 authorization by the manufacturer or country distributor in India, shall be enclosed.
56. **Bidder must have :** supplied the items as mentioned in the specifications indelible ink marker pen per Year, in any Govt. Institution of any state of the country.
- (I) The bidder should furnish information on past supply and satisfactory supply of indelible ink marker pen.
- (II) Indelible ink marker pens may be approved by WHO, official letter of approval from WHO or repetitive purchase orders from WHO of last 12 months should be submitted.
57. The bidder should furnish information on past supplies and satisfactory performance for all the supplies made so far.
58. Bidder shall invariably furnish documentary evidence in support of satisfactory supply of indelible ink marker pens.
59. 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.
60. Minimum average annual turnover of firm should be **Rs. 50 Lakh.**
61. **Specification: - Indelible ink marker pen 2 sets Sample should be submitted with technical bid document physically.**
62. The following benefits are for Micro, Small and Medium Enterprises (MSME) /LOCAL ENTERPRISES bidders of Rajasthan State only having Acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhar Memorandum issued by the competent authority only.
63. Ink should be of a higher quality and its impression on finger must be remained at least for 5 to 6 days.
64. **One marker pen should have the capacity of marking approx 400-500 children.**
65. **Approved sample would be retained free of cost up the period of six month after the expiry of the contract.**
66. **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).

67. Grievance Redressal during Procurement Process:-

First Appellate Authority:-Secretary, Medical & health Dept., GoR.

Handwritten signatures and initials, including a signature that appears to be 'S. Y.' and another signature below it.

Second Appellate Authority:-Secretary, Finance (Budget) Dept., GoR.

1 Filing an appeal

(I) 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 (II) date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

(III) 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:

(IV) 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.

23/11/18

54
Sr

(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.

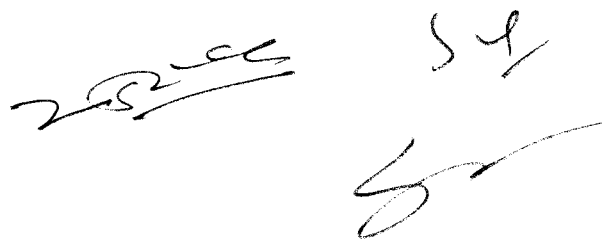
(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(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.

Handwritten signatures and initials in black ink, including a signature that appears to be 'S. S.' and another signature below it.

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 Bid

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 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:

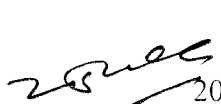
6. Grounds of appeal:

(Supported by an affidavit)

7. Prayer:.....

Place

Date

 20



Appellant's Signature



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:-

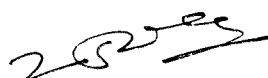


Signature of the bidder

Place:-

Name:

Designation:

Address:

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.	2017-18	-
2.	2018-19	-
3.	2019-20	-
4.	2020-21	-

(Any Three Financial Year)

Total - Rs. _____ Lacs

Average turnover per annum - Rs. _____ Lacs

Date:-

Signature of Auditor/Seal

Place:-

Chartered Accountant

(Name & Address)

Tel. No.

Mob. No.

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 Procuring Entity with telephone & Fax no.]	Order No. and Date	Date of Completion of delivery		Remarks indicating reasons for late delivery, if any	Has the work centred satisfactory?
			As per contract	Actual		
1	2	3	4	5	6	7
2017-18						
2018-19						
2019-20						
2020-21						

Note:- (Any Three Financial Year)

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:

2019/10/14
S Y
S Y

Affidavit regarding compliance of Bid Terms & Condition

BIDDER NAME.....

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

Having perused the subject bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Bid 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:

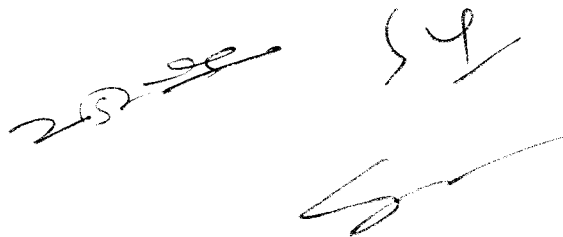
I/We also confirm acceptance of the all General Terms & Conditions of bid document.

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

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

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

Name of Bidder with Signature and Seal

The block contains handwritten signatures and initials. On the left, there is a signature that appears to be '25/20'. To its right, there are initials 'SY'. Below these, there is a larger, more stylized signature.

Technical Bid Submission Sheet

Technical Bid Submission Sheet

Date: _____

NIB No.: _____

_____ Alt

Ergative No., if permitted: _____




To: _____

We, the under signed, declare that:

- (a) We have examined and 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;
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (i) 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


25



- the bid submission and to have them audited by auditors appointed by them;
- (j) 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;
 - (k) Other comments, if any:

Name: _____

In the capacity of: _____

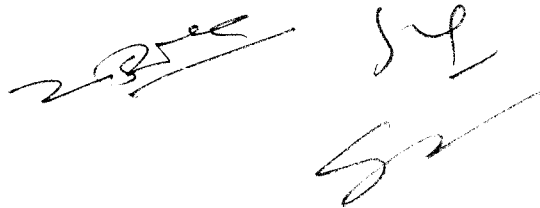
Signed: _____

Date: _____

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

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

Handwritten signatures and initials in black ink. On the left, there is a signature that appears to be 'R. S. Mehta'. To its right, there are initials 'S. Y.'. Below these, there is another signature that appears to be 'S. Y.'.

Financial/ Price Bid Submission Sheet

Financial Bid Submission Sheet

Date: _____

NIB No.: _____

_____ Alt

Enactive No., if permitted: _____

To: _____

We, the under signed, declare that:

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

(b) We offer to supply icon for misty 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) 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.

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

(e) Other comments, if any:

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

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

2005 14

[Signature]

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

TO,
Mission Director (NHM),
Directorate of Medical Health,
Family Welfare, Raj-Jaipur
Swasthya Bhawan,
C-Scheme, Jaipur – 302005

Subject: Regarding authorization of Bidder by the Firm.
Ref.: Your NIB No. 02 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 authorized
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.

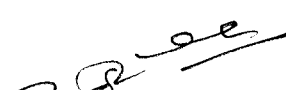
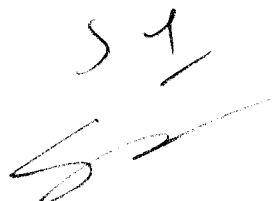
This authorization shall be valid till the completion of the rate contract period and related services ie.
Guarantee and Comprehensive Maintenance obligations etc., whichever is later.

The attested photocopy of photo ID/Voter ID/Driving License/Any other equal document for
authorized 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).....


28


DRAFT AGREEMENT FORMAT

{to be mutually signed by selected bidder and procuring entity}

This Agreement is made and entered into on this _____ day of _____, 2021 by and between Mission Director (NHM), Jaipur, having its office at Third Floor Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005, Rajasthan (herein after referred to as Procuring Entity/ Mission Director –NHM) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under the Indian Companies Act, 1956 with its registered office at (herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

And whereas

M/s _____ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and BID document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Procuring Entity from time to time.

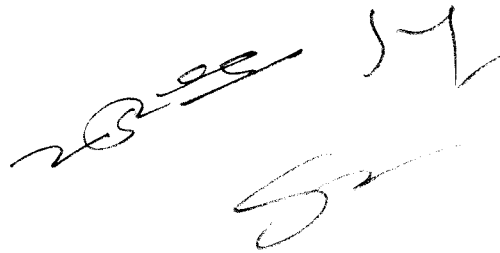
And whereas

Procuring Entity has accepted the bid of supplier and has placed the Work

Order vide Letter No dated____, on which supplier has given their acceptance vide their Letter

No. _____ dated _____.

And whereas

Handwritten signatures and initials in black ink, including a signature that appears to be 'Rajendra' and another signature below it.

The supplier has deposited a sum of Rs. _____ /-(Rupees _____) in the form of _____ ref no. _____ Dated _____ of Bank and valid upto _____ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. dated and BID document dated issued by MISSION DIRECTOR (NHM) along with its enclosures/ annexure, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by MISSION DIRECTOR (NHM) to supplier at the rates set forth in the work order no. dated will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the BID, along with its enclosures/ annexure and Technical Bid along with subsequent clarifications submitted by supplier.
3. The MISSION DIRECTOR (NHM) do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the BID and Contract, the MISSION DIRECTOR (NHM) will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the BID, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the BID document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. and completed by supplier within the period as specified in the BID document.
5. In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of the contract : -
- 6.

a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.

[Handwritten signatures]

- ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If 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 work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. 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 supplier.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their.

Authorized Signatories on this day of ,2022. _

Signed By:	Signed By:
Designation: , Company:	(Authorized Signatory) MD-NHM/ On Behalf of MD-NHM
<i>In the presence of:</i>	<i>In the presence of:</i>
Designation: Company:	Designation:
Designation: Company:	Designation:

2022 *JH*
SS

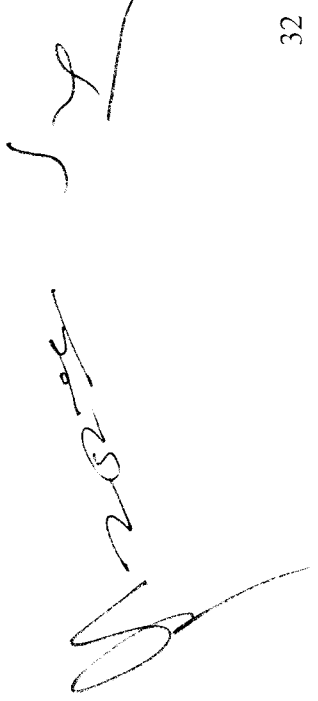
Item Wise BoQ

Bidder Inviting Authority: Mission Director (NHM) Medical and Health Services
 Name of Work: Indelible Ink Marker Pen
 Contract No: 01412225715

Name of the Bidder/ Bidding Firm / Company :		PRICE SCHEDULE										
		(DOMESTIC BIDDERS - 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 bid. Bidders are allowed to enter the Bidder Name and Values only)												
Sl. No.	Item Description	Quantity	Units	Estimated Amount in Rs.	BASIC RATE requirement is per Indelible Ink Marker Pen In Figures To be entered by the Bidder in Rs. Paise	IGST in Amount in Rs. Paise	SGST Amount in INR Rs. Paise	CGST IN Amount Rs. Paise	TOTAL AMOUNT With Taxes col (10) = sum (6) to (9) in Rs. Paise	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	1,38,000	Each pen	30.00 Lakh					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