# Bid for purchase of Computer Equipment

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

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#### **BID NOTICE**

Bid for supply of Computer Equipment (Apple Macbook Pro and accessories) is here by invited from the vendors by Mission Director-National Health Mission (NHM), Rajasthan, Jaipur through the Biding process using the website www.rajswasthya.nic.in. The Bid documents can be downloaded from the website of the State Public Procurement Portal "http://sppp.rajasthan.gov.in" or our website "www.rajswasthya.nic.in". The Bids have to be submitted as per Terms & Conditions mentioned at Annexure-'A'. Format of Technical Bid mentioned at Annexure 'B', format of financial bid mentioned at Annexure-'C' and detailed specification, estimated quantity are mentioned in scope of work section.

The Bid document containing "Technical bid" and "financial bid", complete in all respect should be handed over or speed post on or before 18/04/2022 up to 12:00 PM which will be opened in the presence of the Bidders or their representatives who may like to be present at that time as per the schedule mentioned in the Bid document.

Failure to furnish any information required as mentioned in the Bid documents or submission of a proposal not substantially responsive to the Bid documents in every respect will be at the vendor's risk and may result in rejection of the proposal and forfeiture of the bid. The Bid fees shall not be refunded even if the bid is not submitted.

Mission Director-National Health Mission (NHM), Rajasthan, Jaipur reserves the right to reject all or any of the bids/Bids without assigning any reason thereof. The bid which is conditional/incomplete/belated/without, Bid fees will not be entertained.

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#### **Special Term & Condition**

- 1. Procuring Entity (PE)-Mission Director (NHM) Rajasthan, Jaipur.
- 2. 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.
- 3. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act 2012 and Rules 2013 made there under. In case of any discrepancy in the terms & conditions of the bid document and the provisions of the RTPP Act & Rules, the latter shall be prevail.
- 4. Rajasthan Transparency in Public Procurement Act, 2012 (RTPP Act 2012) also provides redressal of grievances or complaints of bidder/prospective bidder, against any decision, action or mission 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.

First Appellate Authority: Secretary, Medical & Health Dept., GoR Second Appellate Authority: Secretary, Finance (Budget) Dept., GoR

5. It is also clarified that interference with procurement process and vexatious appeals and complaints shall be dealt with respectively as per the processes of the RTPP Act & Rules.

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

F.No. 32(145) /NHM/CSR/Misc/Part-2/ 9

Date: 12 04 2022

#### **BID DOCUMENT**

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		Mission Director, NHM
1	Name and Address of the party	3rd Floor, NHM Building, Swasthya
		Bhawan, Tilak Marg, C-Scheme,
		Jaipur
2	Estimated cost in Rs.	INR 5.40 Lakh
3	Bid Document for	Purchase of Apple Macbook Pro
		and accessories
4	Date & time of uploading bid document on SPP Portal.	12/04/2022 at 05.00 PM
	Date from which Bidding Document	
5	will be provided from the web-site of	12/04/2022 at 05.00 PM
	downloaded from State Public Procurement Portal.	
	Last Date & Time for submission of	
6	Bid	18/04/2022 at 12.00 PM
7	Technical bid to be opened on	18/04/2022 at 12.30 PM
8	Financial bid to be opened on	18/04/2022 at 02:00 PM
		Room No- CSR-302, 3 <sup>rd</sup> Floor
9	Place of submission of Bid	Swasthya Bhawan, Tilak Marg,
		C-Scheme, Jaipur.
10	Tender Fees (DD)	INR 100/-
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11	Bid Security (DD/BG)	2% of bid value (INR 10800/-)

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Mission Director National Health Mission (NHM)

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

F.No. 32(145) /NHM/CSR/Misc/Part-2/

#### ANNEXURE-'A'

#### (TERMS AND CONDITIONS)

1.	Bid documents can be downloaded from website		
	http://sppp.rajasthan.gov.in or www.rajswasthya.nic.in. by clicking on Mission Director-National		
	health Mission (NHM), Rajasthan, Jaipur as per the dates mentioned in the Bid.		
2.	Late submission will not be entertained.		
3.	Last minute submission should be avoided. As such Mission Director-National health		
	Mission (NHM), Rajasthan, Jaipur will not be responsible for any failures in submission of bids.		
4.	The vendors are expected to examine all instructions, forms, terms and other information in the Bid documents.		
5.	Bid shall be submitted under Two Bids System viz. Technical bid & Financial bid, as per the		
	prescribed formats only. Failure to comply with these requirements may result in rejection of the		
6.	Incomplete or conditional bids will be summarily rejected.		
7.	The bid should be submitted through http://sppp.rajasthan.gov.in		
8.	Bid should be valid for a period of 90 days from the opening date of the technical bid.		
10.	If any vendor does not qualify in technical evaluation, the financial Proposal of		
' '	The vendor shall not be opened.		
11.	The price should not be mentioned in the Technical bid in any form or manner. In case the		
	prices are mentioned in the technical bid, the offer will be liable for rejection.		
12.	The technical bid and financial bid will be opened one by one.		
13.	The financial bid will be opened in respect of only those vendors who are technically qualified (		
	whose documents are found in order and whose items qualify technically). The price		
1:	comparisons in deciding lowest quotation for the complete value of all the items shall be made		
	only over the rates quoted inclusive of all taxes and comprehensive on-site warranty support as required. The lowest evaluated valid quotation will be selected.		
14.	The successful vendor shall supply the prescribed hardware within 05 days from the issue of		
<u></u>	supply order letter.		
15.	The payment will be released after installation of complete supply of material based on duly		
-	certified installation report after installation is done.		
16	If the Bid opening day happens to be holiday, the same will be accepted and opened on the next		
	working day:		
17	The make/brand of the quoted hardware must be mentioned.		
16.	The warranty shall cover the following:		
	• If any parts needs to be replaced, then the same shall be done within 48Hrs including		
	data transfer and completion of complaints in totality.		
	In case of failure of operating System the same shall be reinstalled.		



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#### **SCOPE OF WORK**

- 1. **Supply of Computer Equipment:** The vendor has to deliver the desired equipments, as per the locations provided after finalizing the Bid and ensure installation of the same along with related drivers.
- 2. Maintenance of Computer: The vendor has to maintain supplied equipments.
- 3. **Replacement of Parts:** The vendor has to ensure rectification of the faulty equipment providing replacement for the same as per requirements.
- 4. At present 2 no. Apple Macbook Pro Computer and accessories are required.

  Quantity may be increased/decreased as per requirement.
- 5. Vender should supply additional quantity as required by the Department in near future. Rates should be valid for 3 months from the date of submission of Bid.

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### ANNEXURE'B' (TECHNICAL BID FORMAT)

S.No.	Particulars	1 .	narks/Details Page No.)
			A
1.	Name Of Agency		
2.	Detail about the Agency		<u> </u>
	Address:		
	Phone No.:		
,	Email ID:		
	Website:		
	Contact Person:		
	Mobile No:		
3.	Status of Applicant (Proprietorship/Partnership firm/ Pvt.Ltd. Co./Public Ltd Co./Authorized Dealer)	:	
5.	PAN No.(copy will be attached) As applicable		
6.	GST No.(copy will be attached) As applicable		

Signature & Seal of the Bidder

Date:

DA 671213 Part 53

#### **DECLARATION**

- 1. I/We have read the instructions appended to the proforma and I/we understand that if any false information is detected at a later date, any contract made between ourselves and the Directorate on the basis of the information given by me/us can be treated as invalid by the Directorate and I/we will be solely responsible for the consequences.
- 2. I/We agree that the decision of Department in selection of successful bidders will be final and binding to me/us.
- 3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
- 4. I/We agree that I/We have no objection if enquiries are made about the work listed by me/us here in above and/or in the accompanying sheets.

Place:

Date:

Signature:

Name

**Designation** 

Seal of the company:

### The technical bid should contain the following documents which must be attached with the technical bid:-

- 1. Registered firm (Proprietorship/Partnership firm/ Pvt.Ltd. Co./Public Ltd Co./Authorized Dealer)
- 2. PAN & GST (As applicable): Self attested copies to be attached.
- 3. The vendor should have at Jaipur, fully functional service/ support Centre.
- 4. The vendor has not been blacklisted.
- 5. Status of Applicant (Proprietorship/Partnership firm/Pvt.Ltd. Co./Public Ltd Co./Authorised Dealer).

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### (Financial Bid Format) FINANCIAL OFFER FOR SUPPLY OF MACBOOK COMPUTER

Sl.No	Item	Specification/Configuration	Qty.	Rate(Per Item)
1.	Computer - Apple Macbook Pro 14 inch and accessories (carry	PROCESSOR: Apple M1 Pro (10-core CPU, 16-core GPU, 16-core Neural Engine)	2	
	bag/ sleeve, connector hubs, MagSafe Battery	RAM/Unified Memory: 16GB min.		,
	Pack, 20W USB C power adapter with Lightning	STORAGE: 1TB SSD storage		
	Cable, etc)	Three Thunderbolt 4 ports, HDMI port, SDXC card slot, Magsafe3 port		
	Onsite Warranty: 1 years	Backlit Magic		
	(minimum for Mackbook)	Keyboard with Touch ID – US English		-
		96W USB-C power adapter		
		USB-C to MagSafe3 Cable		
,		OS: Mac OS		
		Space Grey Colour		,



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#### **Financial Terms and Conditions:**

- 1 The rates should be quoted in figures as well as in words, on the form attached at Annexure-'C' and duly signed and stamped by the authorized person.
- 2 Rates mentioned above are inclusive of all taxes, F.O.R. destination and Installation charges and all other charges. No charges of whatsoever nature would be paid additional to the cost mentioned above.
- 3 Mission Director-NHM reserves the right to alter the quantity of the computers and peripherals.

**Authorized Signatory** 

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

Any person participating in a procurement process shall

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

#### Conflict of Interest: -

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

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

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

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#### Annexure B: Declaration by the Bidder regarding Qualifications

#### Declaration by the Bidder

In relation to my/our Bid submitted to	
in response to the	r Notice Inviting Bids No
Dated I/we hereby declare under Sec	tion 7 of Rajasthan Transparency in Public
Procurement Act, 2012, that:	
1. I/we possess the necessary professional, techn	ical, financial and managerial resources and
competence required by the Bidding Docume	nt issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay su	ch of the taxes payable to the Union and the
State Government or any local authority as sp	ecified in the Bidding Document;
3. I/we are not insolvent, in receivership, bank	rupt 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 proceed	lings for any of the foregoing reasons;
4. I/we do not have, and our directors and office	rs not have, been convicted of any criminal
offence related to my/our professional con-	luct or the making of false statements or
misrepresentations as to my/our qualification	to enter into a procurement contract within
a period of three years preceding the comme	icement of this procurement process, or not
have been otherwise disqualified pursuant to	lebarment proceedings;
5. I/we do not have a conflict of interest as s	pecified in the Act, Rules and the Bidding
Document, which materially affects fair comp	etition;
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Place: Name	
	nation:
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## Annexure C: Grievance Redressal during Procurement Process The designation and address of the First Appellate Authority is The designation and address of the Second Appellate Authority is (1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

#### (4) Appeal not to lie in certain cases

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;

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

(5) Form of Appeal

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

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

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

#### (7) Procedure for disposal of appeal

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

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

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

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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FORM No. 1 [See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procu	rement
Act, 2012 Appeal Noof	
Before the	
1. Particulars of appellant:	
(i) Name of the appellant:	
어워 가장 중 사람들이 동안하는 것이 그 것이 가셨다고 있다. 원칙의	
(ii) Official address, if any:	45 (2.4)
(iii) Residential address:	
2. Name and address of the respondent(s):	
(i)	
(iii)	
3. Number and date of the order appealed against	f
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:	
If the Appellant proposes to be represented by a representative, the name and postal address	
of the representative:	18 1 18 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Number of affidavits and documents enclosed with the appeal:	
Grounds of	appeal:
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(Supported	( الْمُسْتِدُمُ مِنْ
(Supported	by an
affidavit)	
	Prayer:
Place	*
Date	
Appellant's Signature / V	
Appellant's Signature	
Appellant's Signature	

#### Annexure D: Additional Conditions of Contract

#### 1. Correction of arithmetical errors

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

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

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

#### 2. Procuring Entity's Right to Vary Quantities.

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

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

