

NIB NO. 02/ 2024-25 DATED.....

Open Bid for purchase of Computer & Printer

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



Government of Rajasthan
National Health Mission, Rajasthan
Department of Medical, Health & FW, Swasthya Bhawan, Jaipur
Ph.No. 0141-2923544 E-mail: store-nhm-rj@gov.in

F.No. 11() /NHM/Store/HR Computer & Printer/ 2024-25/ 295

Date: 16/07/2024

BID Inviting Notice

Bid are invited from manufacturers/authorized dealers having annual turnover of 3 Lakhs (Rupees Three Lakhs) and above from the sales of Computer/Printer and other Hardware Items.

1	Name and Address of the party	Mission Director, NHM 3rd Floor, NHM Building, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur
2	Estimated cost in Rs.	Rs. 9.25 Lakh
3	Bid Document for	Purchase of Computer & Printer
4	Cost of Bid Document Fees (Rupees)	Rs.500
5	Date & time of uploading bid document on SPP Portal.	16/07/2024 at 04.00 PM
6	Date from which Bidding Document will be provided from the web-site of downloaded from State Public Procurement Portal.	16/07/2024 at 6.00 PM
7	Last Date & Time for submission of Bid	22/07/2024 up to 5:00 PM
8	Technical bid to be opened on	22/07/2024 at 5:30PM
9	Financial bid to be opened on	To be informed
10	Bid Security	Bid Security Shall be 2% of the estimated value (Rs. 18500/-) Bank Demand Draft/Banker's Cheque in favor of 'Rajasthan State Health Society at Jaipur.
11	Place of submission of Bid	Room No- 222 Second Floor Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur.

Details may be seen in the Bidding Document at our office or on the website of the State Public Procurement Portal (SPPP) "<http://sppp.rajasthan.gov.in>" or our website "www.rajswashthya.nic.in".



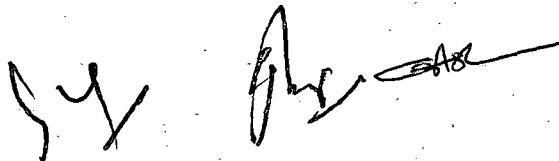
Mission Director

National Health Mission (NHM)


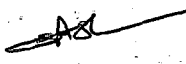
Instruction to Bidders

S.No	Name of Article/Quantity	Estimated cost In Lakhs (In	Bid Security @ 2% of Bid Value	Cost of Bid Documents Fee (In Rs.)
1	Desktop Computer (15)	9.25 lakhs	Rs 18500	500
	Laser Printer (05)			

1. Procuring Entity (PE)-Mission Director (NHM) Rajasthan, Jaipur.
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.rajswasthya.nic.in and sppp.raj.nic.in. In case, any inconvenience is felt, please contact over telephone number i.e. 0141-2923544 or queries may be e-mailed on "store-nhm-rj@gov.in".
3. Bids received after the specified date and time 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 form fee Rs. 500/- 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.
7. Bid fees should be submitted physically and collect hard copies of Bid documents from NHM- Store.



8. The Mission Director (NHM) is not bound to accept 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.
11. 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.
12. Procuring Entity "Mission Director, National Health Mission (NHM), Swasthya Bhawan, TilakMarg, C-Scheme, Jaipur.
13. The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids.
14. The vendors are expected to examine all instructions, forms, terms and other information in the Bid documents.
15. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act 2012 and Rules 2013 made there under.
16. 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 omission of the procuring entity through mechanism of appeals under section 38 of the Act. Therefore such complaints/grievances shall be entertained only through this mechanism.
17. 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.

Sf  

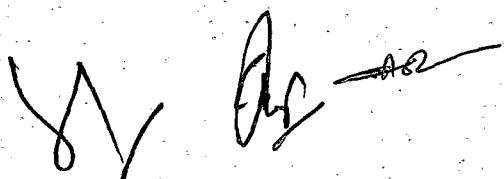
QUALIFICATION AND EVALUATION CRITERIA FOR TECHNICAL BID

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.No.	Particulars	Page No	Yes/NO
1.	Covering Letter		
2.	Bidding Document Fees		
3.	Bid Security Shall be 2% of the estimated value of subject matter of procurement put to bid or as specified by the state Govt.		
4.	Firms Detail with account detail		
5.	Average annual turnover of firm Rs. 03 Lakh in Last three financial years (2021-22, 2022-23 & 2023-24). (Annexure-I)		
6.	Certificate of Registration		
7.	PAN Number		
8.	G.S.T Number		
9.	Bidder should have at least Two work orders amounting to total amount of Rs. 02.00 Lakh (Rs. Two Lakh) of any one of the mentioned Financial Year (2021-22, 2022-23 & 2023-24).		
10.	Affidavit that the bidder has not been blacklisted (as mentioned in eligibility criteria)		
11.	All Annexure (A to M)		
12.	Any other Document relevant to the proposal		
13.	Complete RFP Document duly signature on all pages.		

(Name)

Signature of Bidder with seal



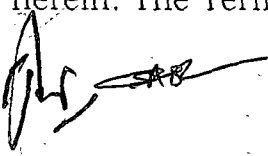
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(GENERAL TERMS AND CONDITIONS OF THE BID)

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

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.rajasthan.gov.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 2012 and the Rules 2013 and the terms & Conditions of the provisions of the Act 2012 and the Rules 2013 will prevail.

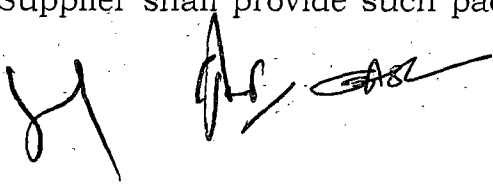
1. Bid documents can be downloaded from website <http://sppp.rajasthan.gov.in> or www.rajswashya.nic.in. by clicking on Mission Director-National health Mission (NHM), Rajasthan, Jaipur as per the dates mentioned in the Bid.
2. The bid should be submitted through <http://sppp.rajasthan.gov.in>
3. **Price / Taxes:** Prices stated in this bid are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to the order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable taxes viz sales, value-added or similar taxes until and unless specified in the schedule.
4. **Acknowledgement And Acceptance of agreement:** This agreement constitutes an offer from the NHM and is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of the agreement are

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those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referred in the agreement are incorporated herein by reference.

5. **The Vendor as an Independent Contractor:** The Vendor shall perform the obligations of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the NHM. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto.
6. **Delivery:** The equipment should be delivered & installed at NHM Rajasthan within a time period of 7 days from the date of purchase order. If any material is not delivered by the date specified therein, the NHM reserves the right, without liability, to cancel the order for undelivered material not yet supplied and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by installment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party. If the vendor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war fire or other causes beyond the Vendor's reasonable control, the university at its option, may elect to take delivery of material and to pay such proportion of the contract price as deemed reasonable by the university.
7. **Reproduction of Documentation:** The NHM shall have the right at no additional charge to use or incorporate all or portions of material found in the Bidder's literature and/or reproduce the Bidder's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The Bidder agrees to advise the NHM of any Updated Information relative to the foregoing literature and documentation with timely written notice.
8. **Rescheduling :-** The NHM may without liability at least seven days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the Bidder (confirmed in writing within seven working days) of any necessary rescheduling.
9. **Supply, Packaging and Labeling:** All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the NHM's packaging specification.

- The Supplier shall provide such packing of the Goods as is required to



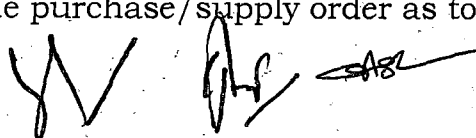
prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit, including the final destination.

- The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser.
- It is the sole responsibility of the bidder to provide/replace the item/good if it is lost or broken during the shipping or transportation due to whatever may be the reason.
- Bidder is responsible to ensure, by contacting the NHM, that the shipping has been properly done i.e., all the items/goods have properly reached the NHM.

10. Changes / Amendments : The NHM shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the bidder for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the bidder of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the NHM unless sufficiently justified by bidder and accepted by the NHM in a form of amendment/ Change Order issued and signed by the National health Mission (NHM).

11. Inspection and Acceptance: Material procured from supplier shall be inspected and tested by the NHM-Jaipur or its designee at bidders cost. If deemed necessary by the NHM, the Bidder shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the NHM during the performance of the order. If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the NHM may, by written notice to the Bidder:

- a) Rescind the purchase/supply order as to such non-conforming Material;



- b) Accept such material at an equitable reduction in price;
- c) Reject such non-conforming material and require the delivery of suitable replacements.
- d) If the bidder fails to deliver suitable replacements promptly, the university, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default. No inspection (including source inspection) test, approval (including design approval) or acceptance of material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this order or in Law.

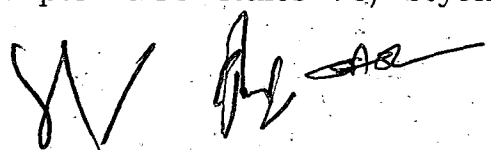
12. Invoicing / Payments / Set-Offs : After each completion of supply/purchase order, the Vendor shall send duplicate invoices including item number to the Bidder's concern Department. Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Bidder failed to meet the requirements of this agreement. The NHM shall have right at any time to set-off any amounts due to the Bidder, (or any of its associated or affiliated companies) against any amounts owed by the NHM with respect to this agreement.

13. Terms of Payment and Conditions: 100% of the payment shall be released upon successful commissioning of the equipment/ item and on production of the documents showing takeover and acceptance of the equipment/item by the consignee, after ensuring that already furnished Performance Security is valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder / supplier including comprehensive maintenance warranty obligations.

14. Price Fall Clause:-If at any time prior to delivery of the equipments/items the bidder/supplier reduces the sale price of such equipments/items as covered under this bid enquiry, to any organization (including Central/State/Deemed department) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this bid for the equipments/items being supplied after the date of coming into force of such reduction, the price of equipments/items shall stand corresponding reduced.

15. 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 in favor of Rajasthan State Health Society.
- b. 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. The performance security amount required to be deposited is 5% of the contract value, as specified by the state Govt.
- d. **15. A- Additional Performance Security**-(1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through Demand Draft, Banker's Cheque.
- e. The Additional Performance Security shall be refunded to the Bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the bidder.

16. Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases:-

- I. when the Bidder does not execute the agreement within the specified time period after issue of letter of acceptance/ placement of supply order; or
- II. When the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
- III. When Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or
- IV. When any terms and conditions of the contract is breached; or
- V. Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or
- VI. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in this Bidding Document.

Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

17. 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.

18. Withdrawal, substitution and modification of bids:-

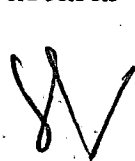
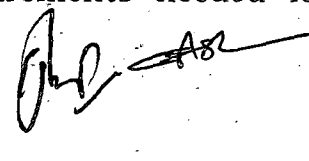
- (1) A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by him or his authorised representative (authorisation letter be enclosed). Corresponding substitution or modification of the bid must accompany the written notice. The notice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

19. Consumables/spares: All hardware & software including drivers, device interface cards/network adaptor card must be pre-installed & pre configured in the Desktop Computer. Manual - Hard copies of instruction/operation/service manuals should be supplied.

20. Law of the Contract: The agreement entered with vendor shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of Jaipur, Rajasthan.


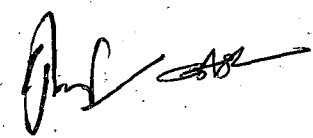
21. Assignment / Subcontracting /sublet : The Bidder shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the NHM.

22. Site preparation: The supplier shall inform the NHM about the site preparation, if any, needed for installation, immediately after receipt of the supply order. Suppliers must provide complete details regarding space and all infrastructural requirements needed for the equipment, which NHM

should arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to NHM in the preparation of the site and other pre-installation requirements.

23. Rate quoted by vendor should be valid for at least three months from the date of receipt of quotation.
24. Tenders received late, incomplete tenders and tenders not in conformity with our prescribed specifications, terms and conditions will be rejected. Central University of Rajasthan will not be responsible for postal delay, non-receipt / non-delivery of tender documents or loss of documents in transit. 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.
25. 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 bid.
26. If the Bid opening day happens to be holiday, the same will be accepted and opened on the next working day.
27. Bid should be valid for a period of 90 days from the opening date of the technical bid.
28. The Bid fees shall not be refunded even if rejected.
29. 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.
30. If any vendor does not qualify in technical evaluation, the financial Proposal of The vendor shall not be opened.
31. The Mission Director (NHM) is Procuring Entity (PE).
32. The Mission Director (NHM) is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
33. The payment will be released after installation of complete supply of material based on duly certified installation report after installation is done.
34. The make/brand of the quoted hardware must be mentioned.
35. **GST:-**No Bidder who is not registered under the GSTIN the State where his business is located shall bid. The GST must be quoted, without which the Bid is liable to be rejected.

36. All rates quoted must be FOR destination and should include all incidental charges except GST which should be shown separately. No cartage or transportation charges will be paid by Procuring Entity and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises of the Procuring Entity.
37. 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.
38. The vendor should have at Jaipur, fully functional service/ support Centre.
39. The vendor has not been blacklisted.
40. Bidder should have at least Two work orders amounting to total amount of Rs. 02.00 Lakh (Rs. Two Lakh) for supply of Desktop Computer/Printer/Laptop/Scanner of any one year of last three financial years' i.e. from 1'st April 2021 till 31st march 2024 in Government Department.
41. **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.
42. **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/commencement of work.	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period/commencement of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period/commencement of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period/commencement of work.	10.0%

Note:

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% of supply order of as above.
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.

43. 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.

44. 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.

45. 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 (15 days) Fifteen days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- (3) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and these rules. The



procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.

- (4) The bidder shall be asked to execute the agreement on a non-judicial stamp of specified value at its cost.
- (5) 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.

46. 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.

47. Grievance Redressal during Procurement Process:-

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

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.

(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.-

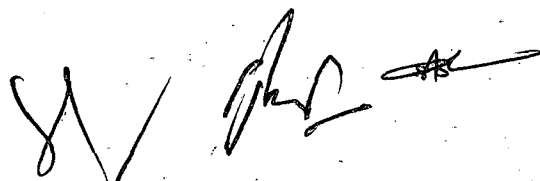
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

(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.

I/We have read all the enclosed Terms and Conditions carefully and ready to accept and according to that I/We are submitting herewith the tender.

Date: _



SCOPE OF WORK

1. **Supply of Computer & Printer:** The vendor has to deliver the Computer & Printer, as per the locations provided after finalizing the Bid and ensure installation of the same along with related drivers.
2. **Maintenance of Computer & Printer:** The vendor has to maintain the supplied Computer & Printer.
3. **Replacement of Parts:** The vendor has to ensure rectification of the faulty Desktop/Printer providing replacement for the same as per requirements.
4. **At present 15 no. Desktop Computer with UPS & 05 no. Printer is required. Quantity may be increased/decreased as per requirement.**
5. Vendor should supply additional quantity as required by the Directorate in near future. Rates should be valid for 3 months from the date of submission of Bid.



ANNEXURE 'E'**(TECHNICAL BID FORMAT)**

S.No.	Particulars	Remarks/Details (Page No.)
1.	Name Of Agency	
2.	Detail about the Agency	
	Address:	
	Phone No.:	
	Email ID:	
	Website:	
	Contact Person:	
	Mobile No:	
3.	Status of Applicant (Proprietorship/Partnership firm/ Pvt.Ltd. Co./Public Ltd Co./Authorised Dealer)	
4.	Copy of registration certificate of Authorised Dealer to be attached	
5.	PAN No.(copy will be attached) As applicable	
6.	GST No.(copy will be attached) As applicable	
7.	Detail of Bid Fees attached	
8.	Detail of Bid Security Fees attached	

Signature & Seal of the Bidder**Date:**

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 Directorate 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

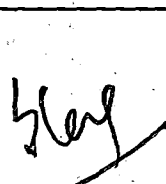
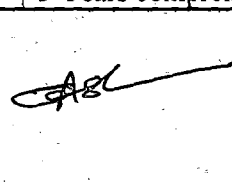

Designation

Seal of the company:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Specification

Sr.No	Description	Qty.																																						
1.	<p>Computer with UPS having following Specifications:</p> <table border="1"> <thead> <tr> <th data-bbox="270 353 508 383">Parameter</th> <th data-bbox="508 353 1311 383">Minimum Technical Specification</th> </tr> </thead> <tbody> <tr> <td data-bbox="270 383 508 484">PROCESSOR</td> <td data-bbox="508 383 1311 484">Intel i3, 4 core or higher with minimum 3.0 GHz or higher (Base Frequency), 10 MB Cache or higher with 13th or higher Generation and to be certified by OEM</td> </tr> <tr> <td data-bbox="270 484 508 514">Chipset</td> <td data-bbox="508 484 1311 514">Compatible Chipset</td> </tr> <tr> <td data-bbox="270 514 508 615">Operating System</td> <td data-bbox="508 514 1311 615">1. Pre-installed Genuine Microsoft Windows 11 Professional (64 bit) or higher version. 2. Recovery partition (applicable for Windows).</td> </tr> <tr> <td data-bbox="270 615 508 645">Memory (RAM)</td> <td data-bbox="508 615 1311 645">16 GB DDR4.</td> </tr> <tr> <td data-bbox="270 645 508 675">STORAGE</td> <td data-bbox="508 645 1311 675">512 GB SSD</td> </tr> <tr> <td data-bbox="270 675 508 704">Graphics</td> <td data-bbox="508 675 1311 704">Integrated HD Graphic card or higher</td> </tr> <tr> <td data-bbox="270 704 508 782">Ports</td> <td data-bbox="508 704 1311 782">Minimum 5 USB ports with at least 2 USB 3.0 or higher ports, HDMI, Display port, Audio jack for headphone & microphone.</td> </tr> <tr> <td data-bbox="270 782 508 860">Display</td> <td data-bbox="508 782 1311 860">Minimum 19.5 inch or higher, Resolution 1600x900 or higher Display</td> </tr> <tr> <td data-bbox="270 860 508 939">Antivirus</td> <td data-bbox="508 860 1311 939">Latest Antivirus & Internet Security, with minimum 3 years subscription</td> </tr> <tr> <td data-bbox="270 939 508 968">Certification</td> <td data-bbox="508 939 1311 968">BIS (for Monitor only)</td> </tr> <tr> <td data-bbox="270 968 508 998">Compliance</td> <td data-bbox="508 968 1311 998">RoHS</td> </tr> <tr> <td data-bbox="270 998 508 1076">Keyboard & Mouse</td> <td data-bbox="508 998 1311 1076">USB Keyboard & USB two button optical Mouse with Mouse Pad (Same make as Desktop)</td> </tr> <tr> <td data-bbox="270 1076 508 1154">Network Interface</td> <td data-bbox="508 1076 1311 1154">Integrated 10/100/1 000 GB Ethernet, Integrated 802.11ac Wi-Fi and Bluetooth 4.0 or higher</td> </tr> <tr> <td data-bbox="270 1154 508 1184">Form Factor</td> <td data-bbox="508 1154 1311 1184">SFF/MT</td> </tr> <tr> <td data-bbox="270 1184 508 1214">Accessories</td> <td data-bbox="508 1184 1311 1214">All necessary cables</td> </tr> <tr> <td data-bbox="270 1214 508 1244">Security</td> <td data-bbox="508 1214 1311 1244">2.0 Trusted Platform Module (TPM) (Hardware/Firmware)</td> </tr> <tr> <td data-bbox="270 1244 508 1274">Expansion Slots</td> <td data-bbox="508 1244 1311 1274">Minimum two PCIe slots</td> </tr> <tr> <td data-bbox="270 1274 508 1304">Warranty</td> <td data-bbox="508 1274 1311 1304">3 Years comprehensive on site OEM warranty</td> </tr> </tbody> </table>	Parameter	Minimum Technical Specification	PROCESSOR	Intel i3, 4 core or higher with minimum 3.0 GHz or higher (Base Frequency), 10 MB Cache or higher with 13 th or higher Generation and to be certified by OEM	Chipset	Compatible Chipset	Operating System	1. Pre-installed Genuine Microsoft Windows 11 Professional (64 bit) or higher version. 2. Recovery partition (applicable for Windows).	Memory (RAM)	16 GB DDR4.	STORAGE	512 GB SSD	Graphics	Integrated HD Graphic card or higher	Ports	Minimum 5 USB ports with at least 2 USB 3.0 or higher ports, HDMI, Display port, Audio jack for headphone & microphone.	Display	Minimum 19.5 inch or higher, Resolution 1600x900 or higher Display	Antivirus	Latest Antivirus & Internet Security, with minimum 3 years subscription	Certification	BIS (for Monitor only)	Compliance	RoHS	Keyboard & Mouse	USB Keyboard & USB two button optical Mouse with Mouse Pad (Same make as Desktop)	Network Interface	Integrated 10/100/1 000 GB Ethernet, Integrated 802.11ac Wi-Fi and Bluetooth 4.0 or higher	Form Factor	SFF/MT	Accessories	All necessary cables	Security	2.0 Trusted Platform Module (TPM) (Hardware/Firmware)	Expansion Slots	Minimum two PCIe slots	Warranty	3 Years comprehensive on site OEM warranty	15
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Warranty	3 Years comprehensive on site OEM warranty																																							
2.	<p>Laser Printer having following Specifications :</p> <table border="1"> <thead> <tr> <th data-bbox="270 1416 629 1446">Parameter</th> <th data-bbox="629 1416 1285 1446">Minimum Technical Specification</th> </tr> </thead> <tbody> <tr> <td data-bbox="270 1446 629 1476">Functions</td> <td data-bbox="629 1446 1285 1476">Print</td> </tr> <tr> <td data-bbox="270 1476 629 1506">Printing technology</td> <td data-bbox="629 1476 1285 1506">Laser</td> </tr> <tr> <td data-bbox="270 1506 629 1536">Paper size</td> <td data-bbox="629 1506 1285 1536">A4, Legal or higher</td> </tr> <tr> <td data-bbox="270 1536 629 1565">Print Speed (Minimum)</td> <td data-bbox="629 1536 1285 1565">30.PPM (Mono) or higher</td> </tr> <tr> <td data-bbox="270 1565 629 1595">Print Resolution</td> <td data-bbox="629 1565 1285 1595">600 x 600 dpi or higher</td> </tr> <tr> <td data-bbox="270 1595 629 1625">Duplex</td> <td data-bbox="629 1595 1285 1625">Auto</td> </tr> <tr> <td data-bbox="270 1625 629 1655">Connectivity</td> <td data-bbox="629 1625 1285 1655">Hi-Speed USB 2.0 port or higher, Wi-Fi, Ethernet</td> </tr> <tr> <td data-bbox="270 1655 629 1685">Duty Cycle (Monthly)</td> <td data-bbox="629 1655 1285 1685">10000 pages or higher</td> </tr> <tr> <td data-bbox="270 1685 629 1715">Memory</td> <td data-bbox="629 1685 1285 1715">256 MB or higher</td> </tr> <tr> <td data-bbox="270 1715 629 1744">Input paper tray capacity</td> <td data-bbox="629 1715 1285 1744">200 pages or higher</td> </tr> <tr> <td data-bbox="270 1744 629 1774">Compatible OS</td> <td data-bbox="629 1744 1285 1774">Windows and Linux</td> </tr> <tr> <td data-bbox="270 1774 629 1804">Cables/Accessories</td> <td data-bbox="629 1774 1285 1804">All the required cables, accessories</td> </tr> <tr> <td data-bbox="270 1804 629 1834">Software Media</td> <td data-bbox="629 1804 1285 1834">Driver & Utility software</td> </tr> <tr> <td data-bbox="270 1834 629 1864">Certifications</td> <td data-bbox="629 1834 1285 1864">BIS</td> </tr> <tr> <td data-bbox="270 1864 629 1894">Compliance</td> <td data-bbox="629 1864 1285 1894">RoHS</td> </tr> <tr> <td data-bbox="270 1894 629 1924">Warranty</td> <td data-bbox="629 1894 1285 1924">3 Years comprehensive on site OEM warranty</td> </tr> </tbody> </table>	Parameter	Minimum Technical Specification	Functions	Print	Printing technology	Laser	Paper size	A4, Legal or higher	Print Speed (Minimum)	30.PPM (Mono) or higher	Print Resolution	600 x 600 dpi or higher	Duplex	Auto	Connectivity	Hi-Speed USB 2.0 port or higher, Wi-Fi, Ethernet	Duty Cycle (Monthly)	10000 pages or higher	Memory	256 MB or higher	Input paper tray capacity	200 pages or higher	Compatible OS	Windows and Linux	Cables/Accessories	All the required cables, accessories	Software Media	Driver & Utility software	Certifications	BIS	Compliance	RoHS	Warranty	3 Years comprehensive on site OEM warranty	5				
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Certifications	BIS																																							
Compliance	RoHS																																							
Warranty	3 Years comprehensive on site OEM warranty																																							

ANNEXURE-"H"**(Financial Bid Format)****FINANCIAL OFFER FOR SUPPLY**

Sr. No	Qty.	Rate(Per Item) To be entered the Bidder Rs.	SGST %	CGST %	IGST%	Total GST Payable as applicable (In Rs)	Total Amount without GST in Figures (Rs.)	Total Amount with GST in Figures (Rs.)
1.	Computer 15 Specification of Annexure- G							
2	Printer 5 Specification of Annexure- G							

Note- Supply only for Authorized Dealer

Financial Terms and Conditions:

- 1 The rates should be quoted in figures as well as in words, on the form attached at Annexure-'H' 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



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.

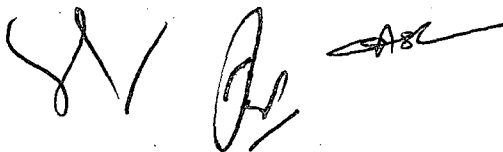
Conflict of Interest:-

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.

Doc1



Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

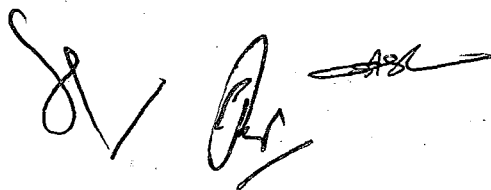
In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

Doc1

Handwritten signatures and initials in black ink, including a large signature on the left, a signature in the middle, and initials 'ASB' on the right.

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

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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.

Doc1

Handwritten signatures and initials in black ink, including a large stylized signature on the left and several smaller initials or marks to the right.

FORM No. 1
[See rule 83]

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

Appeal No of
Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

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

6. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:

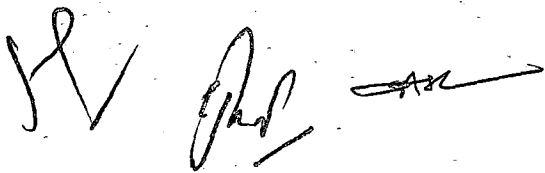
.....
.....

Place

Date

Appellant's Signature

Doc1



Additional Conditions of Contract

1. Correction of arithmetical errors

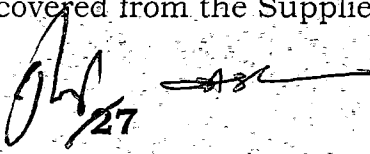
Provided that a Financial Bid is substantially responsive, the Procuring Entity will rectify/errors during evaluation of Financial Bids on the following basis.

- I. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless In the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected,
- II. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- III. If there's 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/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 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.

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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.

Handwritten signatures in black ink, including a large 'S' and 'V' on the left, a signature in the middle, and a signature on the right.

ANNEXURE-“I”

**Average annual turnover Last three Financial Year CA Certificate (2021-22, 2022-23 & 2023-24) in the following Format.
(On letter head of CA)**

This is to certify that I have Verified the Books of Account and relevant documents of M/s.....having its registered office at.....District.....The total turnover of firm /taxiles as per Books of Accounts produced before me for verification is as follows:-

S.No.	Financial Year (Last three Year)	Total Turnover (in lakhs)
1	2021-22	
2	2022-23	
3	2023-24	
Annual Turn Over		

According to above information average annual turnover is Rs.....

Date:-
Reg. No

Sign and Seal of
Chartered Accountant
Name and address
Contact No.



ANNEXURE-"J"

STATEMENT OF PAST SUPPLIES AND PERFORMANCE/EXPERIENCE

We..... (Name of firm) do hereby undertake that we have performed the supply of Computer/Printer and other hardware item 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 completed satisfactory.
			As per contract	Actual		
1	2	3	4	5	6	7
2021-22						
2022-23						
2023-24						

Note:- At least Two work orders amounting to total amount of Rs. 02.00 Lakh (Rs. Two Lakh) of any one of the mentioned Financial Year.

1. The duly filled ANNEXURE-J should be submitted with technical Bid.
2. The above information may be verified from relevant documents of bidder.
3. For column no.7, due certificate issued by the relevant authority of the procuring entity shall be submitted along with the Technical bid.

Date:-

Signature of the bidder



(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.....

AUTHORIZED SIGNATORY OF FIRM

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

ANNEXURE-"L"

SELF-DECLARATION – NO BLACKLISTING

To,

The Mission Director (MD-NHM),
National Health Mission
Swasthya Bhawan, TilakMarg, C-Scheme Jaipur-302005 (Raj)

Dear Sir/Madam,

Sub: Bid for Selection of Computer & Printer (NHM)

In response to the Bid Document for Selection of Computer & Printer for National Health Mission, I/ We hereby declare that presently our Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

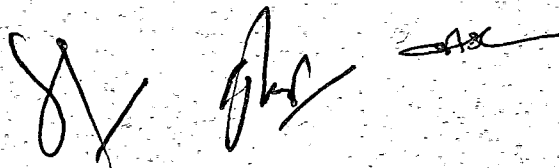
We further declare that presently our Company/ firm is not Blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

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

Thanking you,

Date..... Place.....

Signature.....Name.....
Seal of the organization/Company/Firm...



AGREEMENT

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

This Agreement is made and entered into on this day of _____, 2024 by and between Mission Director, National Health Mission (NHM), having its office at IIIrd Floor NHM Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur - 302005, Rajasthan (herein after referred to as Procuring Entity/ MD-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.

Whereas, Procuring Entity is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the BID document dated of

<NIB No >

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



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 MD-NHM along with its enclosures/ annexures, 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 MD-NHM to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in "Annexure-: 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 MD-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 MD-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%
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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.
- ii. The maximum amount of agreed liquidated damages shall be 10% of supply order as above.
- 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 in 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 where of the parties have caused this contract to be executed by their. Authorized Signatories on this day of ,2024.

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: