

**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.**  
(A Govt. of Rajasthan Undertaking)  
Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India  
Tel No: 0141-2228066, 2228064, E-mail: [rmesc.health.rajasthan.gov.in](mailto:rmesc.health.rajasthan.gov.in),  
[edprmsc@gmail.com](mailto:edprmsc@gmail.com)

**SHORT TERM E-BID FOR PROCUREMENT OF THREE LAYER  
MASK (Total tendered Qty.20.00 Lac. Pieces )**



!! सर्वे सन्तु निरामया:!!

<b>LAST DATE OF SUBMISSION OF ONLINE BIDS</b>	<b>28.03.2020 &amp; 03.00 PM</b>
<b>DATE AND TIME OF OPENING OF ONLINE TECHNICAL BIDS</b>	<b>28.03.2020 &amp; 04.00 PM</b>

# RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India

Phone No: 0141-2228066, 2228064

Website: [www.rmhc.health.rajasthan.gov.in](http://www.rmhc.health.rajasthan.gov.in)

CIN:U24232RJ2011SGC035067

E-mail : [edprmc@gmail.com](mailto:edprmc@gmail.com)

F.02(285)/RMSC/Proc./Three Layer Mask /NIB-10/2020/606

Dated:24.03.2020

## Notice Inviting E-Bids

Short Term E-bids are invited up to **3.00 PM of 28.03.2020** for PROCUREMENT OF THREE LAYER MASK. Details of NIB-10/2020.(UBN No-----) may be seen in the Bidding Documents at our office or at the website of State Public procurement Portal <http://sppp.raj.nic.in>, [www.dipronline.org](http://www.dipronline.org), <http://eproc.rajasthan.gov.in>, [www.rmhc.health.rajasthan.gov.in](http://www.rmhc.health.rajasthan.gov.in) and may be downloaded from there.

**Note:-** If any amendment is carried out in the tender specifications and terms & conditions following pre-bid meeting, the same will be uploaded on the Departmental website [www.rmhc.health.rajasthan.gov.in](http://www.rmhc.health.rajasthan.gov.in), [sppp.raj.nic.in](http://sppp.raj.nic.in) and <https://eproc.rajasthan.gov.in>. In case any inconvenience is felt, please contact on telephone number i.e. 0141-2228064

Executive Director (Procurement)  
RMSCL

**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.  
RAJASTHAN**

**SHORT TERM E-BID FOR PROCUREMENT OF THREE LAYER MASK**

Bid Reference	:	F.02(285)/RMSC/Proc./Three Layer Mask /NIB-10/2020/606	Dated:24.03.2020
Date and time for downloading bid document	:	24.03.2020 from 6.00 PM	
Pre Bid	:	26.03.2020 AT 12.00 Noon	
Last date and time of submission of online bids	:	28.03.2020 up to 3.00 PM	
Date and time of opening of Online technical bids	:	28.03.2020 at 04:00 PM	
Cost of Bid Document	:	<b>Rs. 2000/-</b>	
Cost of Bid Document for MSME	:	<b>Rs. 1000/-</b>	
RISL Processing Fees	:	<b>Rs. 1000/-</b>	

## **GENERAL INSTRUCTION FOR BIDDERS**

The bidders are instructed to read the complete bid document carefully. The following points may be noted so that mistakes/lapses/shortcomings during Bid submission may be avoided.

1. It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of your bid/ rates is maintained up to bid opening & that your documents are not put to any misuse.
2. In case you are given any assurance of any advantage in RMSC, by anybody or if you are directly or indirectly threatened or intimidated of harming your bidding & subsequent work in RMSC, please inform immediately about the same to MD, RMSC or ED(Proc.) RMSC. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person / institution and their details can be put on the website.
3. It is advisable for you to authorize only those persons for RMSC tender who are employed in your company on salary basis.
- ~~4.~~ The turnover should be as per bid conditions. Do not submit Bid if the turnover of the firm is less.
5. Quote only for the products for which your Product Permission meets the Bid specifications. Do not quote if it differs with regard to any parameter.
6. Quote rate in BOQ for the packing exactly given in annexure XIV. For example if the packing is given for 12 foils, the rate should be quoted for 12 foils for sutures, and not for 1 sutures, similarly if the packing unit in the bid specifies each piece or a unit in surgical, the rate should be for each piece or a unit in surgical.
7. Highlight the quoted items in the documents like Product Permission and Market Standing Certificate, and also mark the item code no. at appropriate place in the documents.
8. The uploaded product permission and other documents should be clearly legible. Date of issue of the documents should be clearly legible.
9. Upload the Bids on the e-portal well in advance so that failure in uploading can be avoided and no desired document remains un-uploaded.
10. In case there is any suggestion regarding Bid conditions/ specifications/shelf life, strength, packing/turn over etc. The suggestions should be submitted/sent/e – mailed one/two days earlier from the date of pre bid meeting so that the representation of the bidders may be well processed and decision could be taken well in time. Any suggestion submitted after pre bid date will not be considered.
11. If there is any query in Bid document/uploading process, you may contact.  
Mr. Deepak Sharma (Sr. Manager, Drug) Mob.No.- 8875298700  
Sh. Ashok kumar Gupta, (Sr. Manager ,Procurement) Mob. No. 9314231895.
12. If any condition or term which is contrary to RTPP Act 2012 or RTPP Rules 2013, then provisions of RTPP Act 2012 or RTPP Rules 2013 shall prevail and be binding on bidders.

## **SHORT TERM E-BID FOR PROCUREMENT OF THREE LAYER MASK**

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as **Bids Inviting Authority** unless the context otherwise requires) invites **SHORT TERM E-BID FOR PROCUREMENT OF THREE LAYER MASK**

### **1. LAST DATE FOR RECEIPT OF BIDS AND BID FEES, BID SECURITY DEPOSIT, RISL PROCESSING FEES AND EMPANELMENT FEES**

- (a) Short Term E-Bids in single bid (Technical bid & Price Bid) will be received till **28.03.2020 up to 3:00 P.M.** by the Rajasthan Medical Services Corporation Ltd, for Procurement Of Three Layer Mask.
- (b) The bids shall be valid for a Period of 90 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Bid Inviting Authority may request the Bidders to extend the bid validity period for an additional specified period of time. The Bidder may refuse extension of bid validity without forfeiting the Bid security deposit.
- (c) The e-Bids will be received on e-procurement web-portal of Govt. of Rajasthan. Every Bidder will be required to pay the following fees:
  - Bid form fee Rs. 2000.00 (Rs. 1000.00 for MSME Units of Rajasthan) for downloading from the website.
  - Bid Security Deposit as applicable in Bid condition no. 9.
  - Processing fee of Rs.1000.00 of R.I.S.L.

These fees are to be paid through three separate prescribed challans (*format enclosed in Annexure- I*) in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country upto 28.03.2020 or through D.D. / bankers cheque in favour of M.D. RMSCL (Bid document fees and Bid security), M.D. RISL (Bid processing fees) physically in the office of RMSC by **3:00 PM** on **28.03.2020**. *Alternatively bidder may also deposit Bid document fees, Bid security and RISL processing fees by way of e-deposit, through Internet Banking by accessing RMSC website [www.rmhc.health.rajasthan.gov.in](http://www.rmhc.health.rajasthan.gov.in) clicking e-deposit icon following the laid down steps; Rs.25 plus applicable service tax will be the per transaction charge to be debited in respective depositor's account after successful e-deposit. Supplier should enclose the generated receipt.* The bidders shall submit/upload scanned copy of all the

challans/DD/ e – *deposit generated receipt* in Technical Bid. Bids will be opened only after ensuring receipt of Bid document fees along with processing fees and Bid Security Deposit. In the absence of Bid document fees and processing fees and Bid Security Deposit the Bids will be rejected and will not be opened.

**Note:- (I) While the Bid uploading it would be asked on e procurement website about Bid Security, whether it is Rs. 2.00 lacs or Rs. 5.00 lacs , the bidder may mention any option for the purpose of Bid uploading but has to submit required Bid Security as specified in clause no 9.**

**Note:- (II) There is no option of online payment of tender fee, processing fee, bid security etc. on e-procurement portal. Therefore the bidder is advised to submit the required fees and bid security through internet banking only by accessing RMSC website [www.rmsc.health.rajasthan.gov.in](http://www.rmsc.health.rajasthan.gov.in).**

*Click on offline mode (either DD or BC) on e procurement portal for the purpose of bid uploading only.*

## **2. ELIGIBILITY CRITERIA**

- (a) Bidder shall be a manufacturer having valid manufacturing license or direct importer holding valid import license. Distributors/ Suppliers / Agent are eligible to participate in the Bids.

## **3. PRICE PREFERENCE AND PURCHASE PREFERENCE**

- (1) Price Preference is not applicable due to GST which had been made effective from July 1, 2017 in place of VAT.
- (2) Purchase Preference shall be given to MSME unit of Rajasthan as per notification of Finance (GF&AR Division) Department, Govt. of Rajasthan no. S.O. 165 dated 19.11.2015

## **4. GENERAL CONDITIONS**

1. At any time prior to the date of submission of Bid, Bid Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Bidder, modify the condition in Bid documents by amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority may at his discretion, extended the date and time for submission of Bids.
2. Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority.
3. In case any document submitted by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and Bid Security Deposit /Performance Security will be forfeited. Bidder/his representative may also be

blacklisted/banned/debarred. Report with police station may also be filed against such bidder/his representative.

## 5. **TECHNICAL BID**

The Bidder should furnish the following in technical bid:-

- (a) The amount of Bid Security **Rs.2.00 lacs.**
- (b) The bidders shall submit/upload scanned copy of all the challans, D.D./ BC/ e-deposit generated receipt in Technical Bid deposited for Bid document fees, RISL processing fee and Bid security. The required Bid Security Deposit / Bid document fees/ RISL fee may be in form of physical D.D. / BC along with letter. D.D. / bankers cheque shall be in favour of M.D. RMSCL (bid document fees and Bid Security Deposit), MD, and RISL (bid processing fees).
- (c) Documentary evidence for the constitution of the company/Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.
- (d) A copy of PAN issued by Income Tax Department.
- (e) Authorization letter/ nominating a responsible person of the Bidder to transact the business with the Bid Inviting Authority with duly attested signature and photograph in Annexure VII.
- (f) Self undertaking is required to be given by the firm that the firm has not been convicted (Annexure-VII).
- (g) **GST registration.** Bidders has to submit GSTIN and state where GSTIN registered.
- (h) An undertaking that the bidder complies with all the terms, conditions, amendments (if any) of bid document to be submitted in Annexure-VII point no.12
- (i) A declaration under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 in Annexure-VII.

## **6. PRICE BID –**

The price bid will also be known as financial document and every bidder will be required to submit its price in excel format attached to the bid document (BOQ). **BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this bid. Bidders are allowed to enter the bidder name and values only. The bidder should quote rate for the mentioned packing unit only.**

## **7. BID SECURITY**

The Bid Security of Rs. 2 Lacs. Shall be Deposited Bid Security will not be taken from undertakings, corporation of GoI & GoR. Further, Bid Security will be taken Rs. 50000/- for MSME Units of Rajasthan. They will furnish copy duly attested by gazetted officer of the registration of MSME issued by the Director of Industries in respect of the stores for which they are registered. Duly attested copy of Acknowledgement of EM-II issued by DIC with an affidavit worth Rs.10 as per Annexure- II(B) under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered. **(Annexure-II(B)).**

The Bid Security shall be paid in through separate prescribed challan (format enclosed in Annexure-I ) in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country up to **28.03.2020** or through D.D. / bankers cheque in favor of M.D. RMSCL physically in the office of RMSC by **3.00 PM on 28.03.2020** Bid Security Deposit in any other form will not be accepted. .

The Bids submitted without sufficient Bid Security will be summarily rejected. The Bid Security will be forfeited, if the Bidder withdraws its Bid after last time & date fixed for receiving bids or in the case of a successful Bidder, if the Bidder fails within specified time to sign the contract agreement or fails to furnish the performance security.



## 8. OTHER CONDITIONS

1. The orders will be placed by the Managing Director or any authorized officer of Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority). The total tendered quantity is 20.00 lacs pieces however the supplier would be required to supply 5.00 lacs pieces every week.
2. (a) To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.
  - (b) After the conclusion of Price Bid opening the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item of Surgical (Non Drug Items) for which the Bid has been invited.
  - (c) The Bidder who has been declared as L-1 supplier for certain item or items of Surgical (Non Drug Items) shall execute necessary agreement for the supply of the Bided quantity of such Surgical as specified in the Bid documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders. *Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.*
  - (d) RMSC will inform the L1 rate to the Bidders who qualified for Price Bid opening, through RMSC web site or e-mail; willing bidders may inform in writing their consent to match the L-1 rate for the item quoted by them and the Bidders who agree to match L1 rate, will be considered as Matched L1.
  - (e) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, GST etc.) of price (L-1 rate).
- 3.No Bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.

## 9. ACCEPTANCE OF BID

1. The Bid evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the Bid reference to various criteria.
2. Bid Inviting Authority reserves the right to accept or reject the Bid for the supply of all or any one or more items Bided for in a Bid without assigning any reason.
3. Bid Inviting Authority, or his authorized representative(s) has the right to inspect the factories of Bidders, before, accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the currency of Bid and also has the right to reject the Bid or terminate/cancel the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.
4. *The acceptance of the Bids will be communicated to the successful Bidders in writing/through E-mail by the Bid inviting authority. Immediately after receipt of acceptance letter, the successful Bidder will be required to deposit Performance security deposit and the agreement but not later than 15 days.*
5. **Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.**

## 10. **PERFORMANCE SECURITY**

The Successful Bidders shall be required to pay performance Security Deposit @ 5% of the Contract value. Performance security will not be taken from undertaking, corporation of GoI & GoR.. The MSME Units of Rajasthan shall be required to pay Performance security @ 1% of the contract value.

**Performance Security shall remain valid and refunded 60 days beyond the date of completion of all contractual obligations.**

## 11. AGREEMENT

- a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 15 days from the date of the intimation letter of interest by the Bid Inviting Authority, viz., the **Managing Director, Rajasthan Medical**

**Services Corporation Ltd.** The Specimen form of agreement is available in **Annexure-IV, failing to submission of performance security and execution of agreement within 15 days as stipulated, will result in forfeiture of Bid Security Deposit & other consequential action.**

- b) The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part thereof to any person or persons whatsoever.
- c) All notices or communication relating to, or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode.

## **12 SUPPLY CONDITIONS**

1. Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority. Surgical and will be supplied warehouse at Jaipur Rajasthan).
2. Purchase orders will be placed on the successful Bidder at the discretion of the Ordering Authority.
3. The supplier shall supply the entire ordered quantity in 4 consecutive order of 5 laks pieces each with in 7 days from the date of issue of purchase order at the destination mentioned in the purchase order.
4. All supplies will be scheduled for the period from the date of purchase order till the completion of the tender in installments, as may be stipulated in the purchase order.
5. The items supplied by the successful Bidder shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the Bid documents.
6. If supplies are not fully completed as per stipulated delivery schedule in 7 days from the date of the Purchase Order, the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the Surgical at the Warehouse specified in the Purchase Order and if the *items* supplied at designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.
7. The order stands cancelled after the expiration of delivery period, if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the Performance

Security and shall invite other penal action like debarring/disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority. (Guidelines for blacklisting/ debarring at Annexure- VIII)

8. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
9. If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the Bidder within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes etc.

### 13. **PACKING**

1. Packing should be able to prevent damages or deterioration during transit.
2. In the event of Surgical (Non Drug Items) supplied found to be not as per specifications in respect of their packing, the Ordering Authority is at liberty to make alternative purchase of the item for which the purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 14.8 and 17.3 & 18,19
3. **The name of the items should be printed in clearly legible bold letters (It is advisable that the colour of font be different from other printed matter to make the name conspicuous.**

### 14. **PAYMENT PROVISIONS**

1. No advance payment towards costs of Surgical (Non Drug Items) will be made to the Bidder.
2. On receipt of the consolidated invoices (Annexure-XIII) duly stamped & signed by authorized signatory, consignee receipt and analytical report regarding quality (Annexure-XIV)/Report of committee on randomly selected samples, the payment would be made in 30 days.
3. If at any time during the period of contract, the price of Bided items is reduced or brought down by any law or Act of the Central or State Government or by the

Bidder himself, the Bidder shall be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.

*In case the price of a item fixed by NPPA (Govt of India) under applicable DPCO is less than the RMSC contract price, the supplier shall be bound to make the supplies of such items at price fixed by the Govt.*

4. (a) In case of any enhancement in **GST as per** notification of the Government after the date of submission of Bids and during the Bid period, the quantum of additional **GST** so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Drugs approved under the Bid. For claiming the additional cost on account of the increase in **GST**, the Bidder should produce a letter from the concerned Excise authorities / **GST authorities (Central and State)** for having paid additional **GST** on the goods supplied to ordering authority and also must claim the same in the invoice separately. **In case of reduction in rates of GST price will be reduced accordingly**

Similarly if there is any reduction in the rate of essential NON DRUG, as notified by the Govt. (**Including NPPA**), after the date of submission of Bid, the quantum of the price to the extent of reduction of essential drug will be deducted without any change in the basic price of the price structure of the drugs approved under the Bid.

- (b) In case of successful bidder has been enjoying **GST** exemption **or** any criteria of Turnover etc., such bidder will not be allowed to claim **GST** at later point of time, during the tenure of contract, when the **GST** is chargeable on goods manufactured/**Supplied**.
5. (i) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
- (ii) The purchase Officer may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of items is on account of hindrances. Reasons shall be recorded.

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

(a) Delay upto one fourth period of the prescribed delivery period; 2.5%

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

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

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

**Note 1:** Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%.

**Note 2:***In specific condition, permission for additional delay of 10 days may be granted for supply, in such a case an additional penalty of 5% shall be levied*

**Note 3:-** If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rates received in new bid(s) invited are lower than the rate contract in operation, then the supplier shall be entitled to the lower rates so received.

6. If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause, on a specific request made by the Supplier, the time for effecting delivery may be extended by the Purchaser solely at his discretion for such period as may be considered reasonable by the Purchaser. No further representation from the Supplier will be entertained on this account.

## 15. **SAVING CLAUSE**

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

**16. JURISDICTION**

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

**17. CORRECTION OF ARITHMETIC ERRORS:**

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

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as 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 clause (a) and (b) 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.

**18. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:**

The Designation and address of the First Appellate Authority is *Special Secretary* / Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan.

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

**i. 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 of the Guidelines issued there under, he may file an

appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

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

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

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

**iv. Appeal not to lie in certain cases**

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

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

**v. Form of Appeal (Annexure- IX)**

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.



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

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

**vi. Fee for filling appeal**

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

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

**vii. Procedure for disposal of appeal**

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

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

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

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

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

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

**19. COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:**

Any person participating in a procurement process shall-

a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

c) Not indulge in any collusion, Bid rigging or any-competitive behavior to impair the transparency, fairness and progress of the procurement process;

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

**Conflict of interest:-**

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

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

I. A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process if, including but not limited to:

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or c. Have the same legal representative for 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 specification 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.

**20. FALL CLAUSE**

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

**Managing Director  
Rajasthan Medical Services Corporation**

CAUTION : USE "FCMBR" MENU OPTION IN FINACLE INSTEAD OF "TM"

**punjab national bank**

DIST. NO.

Bank Copy

Branch \_\_\_\_\_  
 Institute Name Rajasthan Medical Services Corporation, Jaipur  
 Institute ID **RMSCJ - A/c No. 2246002100024414**

Date of Deposit DD MM YY

**DETAILS OF THE SUPPLIER**

Supplier Name \_\_\_\_\_  
 Tender Ref. No. \_\_\_\_\_  
 Type of Deposit Select any one out of - Tender Fees/EMD/SD/Tender Processing fees/Others  
 Mobile No. \_\_\_\_\_

**Cash Deposit:**

Denomination	₹	Ps
1000 *		
500 *		
100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
<b>Total</b>		

**Cheque Deposit:**

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹ \_\_\_\_\_  
 Commission ₹ \_\_\_\_\_  
 Total amount ₹ \_\_\_\_\_

Amount (in words): ₹ \_\_\_\_\_

Name of the Depositor \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Address for communication \_\_\_\_\_

For Bank use only  
 Acknowledgement \_\_\_\_\_  
 Cashier/Officer \_\_\_\_\_

**punjab national bank**

DIST. NO.

Customer Copy

Branch \_\_\_\_\_  
 Institute Name Rajasthan Medical Services Corporation, Jaipur  
 Institute ID **RMSCJ - A/c No. 2246002100024414**

Date of Deposit DD MM YY

**DETAILS OF THE SUPPLIER**

Supplier Name \_\_\_\_\_  
 Tender Ref. No. \_\_\_\_\_  
 Type of Deposit Select any one out of - Tender Fees/EMD/SD/ Tender Processing fees/Others  
 Mobile No. \_\_\_\_\_

**Cash Deposit:**

Denomination	₹	Ps
1000 *		
500 *		
100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
<b>Total</b>		

**Cheque Deposit:**

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹ \_\_\_\_\_  
 Commission ₹ \_\_\_\_\_  
 Total amount ₹ \_\_\_\_\_

Amount (in words): ₹ \_\_\_\_\_

Name of the Depositor \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Address for communication \_\_\_\_\_

For Bank use only  
 Acknowledgement \_\_\_\_\_  
 Cashier/Officer \_\_\_\_\_

**Form A**

**(Apply in Duplicate)**

**Application by MSME for price preference or Purchase Preference  
Or both in Procurement of Goods**

To,  
The General Manager  
DIC, District.....

1. Name of Applicant with Post
2. Permanent Address
3. Contact Details
  - a) Telephone No.:
  - b) Mobile no. :
  - c) Fax no.:
  - d) Email address:
4. Name of micro & small enterprise:
5. Office Address:
6. Address of Work Place:
7. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum  
(enclose photo copy)
8. Products for which Entrepreneurs Memorandum-II/ Udyog Aadhaar Memorandum availed:
9. Products for which are at present being produced by the enterprise:
10. Products for which price preference or Purchase preference or both has been applied for:
11. Production capacity as per Capacity Assessment Certificate  
(enclose photocopy of Capacity Assessment Certificate )

Serial No	Product	Production Capacity	
		Quantity	Value
1			
2			
3			
4			

12. List of Plant & Machinery installed

Serial No	Name of Plant & Machinery	Quantity	Value
1			

2			
3			

13. List of Testing Equipments installed

Serial No	Name of Plant & Machinery	Quantity	Value
1			
2			
3			
4			

14. Benefits availed as per price preference certificate in last financial year and current financial year

a. Benefits depositing Bid Security and Performance Security:

Last financial year			Current financial year	
Departments	Bid Security	Performance Security	Bid Security	Performance Security

b. Details of Supply orders received:

Last financial year				Current financial year		
Departments	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied

I declare that the above all facts given in the application are correct and my enterprise is producing the items mentioned in column No. 10

**Date**

**Signature**  
**(Name of the applicant along with seal of post)**

## CERTIFICATE

(See clause 10)

File no. \_\_\_\_\_

Date \_\_\_\_\_

It is certified that M/s \_\_\_\_\_ was inspected by \_\_\_\_\_ on dated \_\_\_\_\_ and the facts mentioned by the enterprise are correct as per the record shown by the applicant. The enterprise is eligible for Price Preference or Purchase Preference or both under this notification. The certificate is valid for one year from the date of its issue .

**Office Seal**

**Signature**  
**(Full Name of the Officer)**  
**General Manager**  
**District Industries Centre**  
**Rubber Seal/Stamp**

Enclosure- (1) Application

(2)

(3)

**Format of Affidavit**  
**(On Non Judicial Stamp Paper of Rs. 10/-)**

I.....S/o.....Aged.....Yrs.....residing  
at.....Proprietor/Partner/Director of M/s.....do hereby solemnly  
affirm and declare that:

(a) My/Our above noted enterprises M/s..... has been issued  
acknowledgement of Entrepreneurial Memorandum Part-II by the Districts Industries  
Center.....The acknowledgement No. is.....dated.....and  
has issued for Manufacture of following items.

- (i)
- (ii)
- (iii)
- (iv)
- (v)

(b)My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been  
cancelled or withdrawn by the Industries Department and that the enterprise is regularly  
manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to  
manufacture the above noted items.

Place.....

**Signature of Proprietor/Director  
Authorized Signatory with Rubber  
Stamp and date**

**VERIFICATION**

I.....S/o.....Aged.....Yrs.....residing  
at.....Proprietor/Partner/Director of M/s.....verify  
and confirm that the contents at (a), (b) & (c) above are true and correct to the best of my knowledge  
and nothing has been concealed therein. So help me God.

**DEPONENT**

**ANNEXURE-IV**

**Ref. Clause No. 13 (a)**

***AGREEMENT***

This Deed of Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by M/s. \_\_\_\_\_ represented by its Proprietor/Managing partner/Managing Director having its Registered Office at \_\_\_\_\_ and its Factory Premises at \_\_\_\_\_ (hereinafter referred to as “Supplier” which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the Contract) on one part and Rajasthan Medical Services Corporation Ltd, represented by its Managing Director having is office at Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (hereinafter referred to as “The Purchaser” which term shall include its successors, representatives, executors assigns and administrator unless excluded by the Contract) on the other part.

Whereas the Supplier has agreed to supply to the Purchaser, the Items with specifications and at prices as mentioned below:-

**(Without any Counter Conditions imposed by the supplier)**

<b>S. No.</b>	<b>Code No.</b>	<b>Name of approved items (S) with specification</b>	<b>Size</b>	<b>Packing Unit</b>	<b>Approved rate per packing unit</b>
1	2	3	4	5	6

In the manner and under the terms and conditions here in after mentioned and where as the Supplier has deposited with the Purchaser a sum of Rs \_\_\_\_\_ (Rupees only) as Performance Security for the due and faithful performance of this Agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these presents witness that for carrying out the said Agreement in this behalf into execution the Supplier and the Purchaser do hereby mutually covenant, declare, contract and agree each of them with the other of them in the manner following, that is to say,



1. The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to Bid floated for the Three Layer Mask supply of Surgical (Non Drug Items)
  2. for Rajasthan Medical Services Corporation, (F.02(285)/RMSC/Proc./Three Layer Mask /NIB-10/2020/606 Dated:24.03.2020) **and technical bid opened on 28.03.2020**, the instruction to Bidders, the conditions of Bidder, acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.
2. (a)The Agreement is for the Three Layer Mask supply by the Supplier to the Purchaser of the Surgical (Non Drug Items) specified above at prices noted against each therein on the terms and conditions set forth in the Agreement.
    - (b) This Agreement shall be deemed to have come into force with effect from *the date of issuance of letter of acceptance* \_\_\_\_\_ and it shall remain in force up to.
    - (c) The Bid quantity noted against each item in the schedule attached to Bid document indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the Purchaser, but shall not exceed the committed quantity/ dedicated capacity or as agreed upon by both parties later on after the execution of Agreement. The Supplier shall make supplies of the surgical (Non Drug Items) on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied required to be supplied at the specific location in the state of Rajasthan.

#### **TERMINATION OF CONTRACT ON BREACH OF CONDITION**

1. (a) In case the Supplier fails or neglects or refuse to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as Performance Security and cancel the Contract.
  - (b) In case the Supplier fails, neglects, or refuse to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulation and provisions herein contained, it shall be lawful for the Purchaser on any such failure, neglect or refusal, to put an end to this Agreement and thereupon every article, cause and thing herein contained on the part of the Purchaser shall cease

and be void, and in case of any damage, loss, expenses, difference in cost or other moneys from out of any moneys for the time being payable to the Supplier under this and/or any other Contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the Purchaser to appropriate the Performance Security made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the Purchaser shall have sustained, incurred or been put to by reason of the Supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in the performance of this Contract.

(c) If at any time during the course of the Contract, it is found that any information furnished by the Supplier to the Purchaser, either in his Bid or otherwise, is false, the Purchaser may put an end to the Contract/Agreement wholly or in part and thereupon the provisions of Clause (a) above shall apply.

2. The Purchaser reserves the right to terminate without assigning any reasons therefore the Contract/Agreement either wholly or in part without any notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the Purchaser.

#### **NOTICE ETC, IN WRITING**

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

#### **SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES**

4. The Supplier shall not be in any way interested in or concerned directly or indirectly with, any of the Officers, Subordinate or Servants of the Purchaser. In any trade, business or transactions nor shall the Supplier give or pay or promise to give or pay any such Officer, Subordinate or Servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without

the consent in writing the consent in writing of the Purchaser obtained in first hand.

### **BANKRUPTCY OF THE SUPPLIER**

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

### **SERVING OF NOTICE ON SUPPLIER**

6. All notice or communication relating to or arising out of this Agreement or any of the terms thereof shall be considered duly served on or given to the Supplier if delivered to him or left at his premises, place of business or abode.
7. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents, the decision of the Managing Director, Rajasthan Medical Services Corporation Ltd in the matter shall be final and bidding.
8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Govt. and the decision of the Govt. shall be final.

SUPPLIER (Signature, Name  
& Address With Stamp)

EXECUTIVE DIRECTOR (P),  
RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

Witness (Signature, Name & Address)

Witness

1.

1.

2.

2.

**ANNEXURE – VI**  
**Clause 5,10**

**LIST OF SPECIFICATION SRGICAL NON DRUG ITEMS**

<b>S. No.</b>	<b>Code No.</b>	<b>Name of approved item (s) with specification</b>	<b>Packing Unit</b>	<b>Qty.</b>
1	S-85	Face Mask, Disposable <ul style="list-style-type: none"><li>• Should be manufactured from non woven poly prop fabric</li><li>• Should be 3 ply construction</li><li>• Should have high bacterial filtration efficiency</li><li>• Should be heat sealed to keep <b>3</b> layers together</li><li>• Standard size <b>17.5 x9 cm</b></li><li>• Color green/blue</li><li>• There should be a string each at all four corners, length of string should <b>be 40cm</b></li><li>• Nose clip should be there</li><li>• No elastic band.</li></ul>	Piece	200000

**The supplier shall supply the entire ordered quantity in 4 consecutive order of 5 laks picces each with in 7 days from the date of issue of purchase order**

# ANNEXURE-IX

Clause 27(v)

**FORM NO. 1 [See rule 83 of RTPP]**

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

Appeal No.....of.....

Before the..... (First/Second Appellate Authority)

**1. Particulars of appellant:**

(i) Name of the appellant:

(ii) Official Address, if any:

(iii) Residential address:

**2. Name and address of the respondent (S):**

(i)

(ii)

(iii)

**3. Number and date of the order appealed against and name and designation of the officer/ authority that 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. Ground of appeal:**

.....

.....

.....

.....

..... (Supported by an affidavit)

**7.**

**Prayer:**

.....

.....

.....

Place.....

Date.....

Appellant's Signature

### Supplier Consolidated Invoice

Name of Supplier: .....											
Complete Address: .....											
E-mail ID: .....											
DL NO.:				GST No.:			HSN Code:		Invoice No.:		
									Date:		
Purchaser: Managing Director Address: Rajasthan Medical Services Corporation, Gandhi-Block, Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur Phone No. 0141- 2228066							Purchase Order No.: .....				
RMSCL GSTIN -08AAFRCR2824M1Z3							Date: .....				
<b>Name of Item/Description :</b> .....						<b>Item Code (RMSCL) :</b> .....					
S. No	Name of DDW	Ordered Qty.	Invoice/Challan no.	Date	Packin g Size	BATCH NO.	MFG. DT.	EXP. DT.	QUANTITY Supplied in No. (Batch wise)	Basic Rate (without <u>GST</u> )	Basic Amount (without <u>GST</u> )
1	2	3	4	5	6	7	8	9	10	11	12
Remarks:						Total Basic Amount					
						Rate of (%) <b><u>GST(CGST)</u></b>					
						Rate of (%) <b><u>GST(SGST)</u></b>					
						Rate of (%) <b><u>GST(IGST)</u></b>					
						Total GST Amount <b><u>(CGST+ SGST+ IGST)</u></b>					
						Grand total (Basic Amount + GST Amount)					

**Authorised**



**Security form (Bank guarantee)**

To

Managing Director Rajasthan Medical Services Corporation Ltd  
WHEREAS.....(Name of Supplier)

Hereinafter called “the Supplier” has undertaken, in pursuance of Contract (Letter of Acceptance) No.....dated.....2020 to supply.....(Description of Goods) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you a bank Guarantee from a Scheduled Bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of .....(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the said Contract and/or any other contract or for set off any other dues pending against the supplier, without cavil or argument, any sum or sums within the limit of .....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Bank guarantee is payable at Jaipur Branch .....

This guarantee is valid until the.....day of.....2021.....

Signatures and Seal of Guarantors

Date.....

Address:.....

.....

**Note:- The validity of bank guarantee should be for 12 months from the date of issuance of Bank Guarantee.**