

E- Bidding for Procurement of Medical Equipment in view of the emergent conditions due to spread of Corona virus.(Pippets 100)

Ref. No.: F.02(284)/RMSCL/PROCUREMENT/ME /NIB-09(3)/2020/ 595 Dated:-23.03.20

Unique Bid No.:-----

Mode of Bid Submission	Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Entity	Managing Director, RMSCL Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date & Time of pre bid conference	25.03.2020 at 12.00 noon
Last Date & Time of Submission of Bid	28.03.2020 upto 03:00 PM
Date & Time of Opening of Technical Bid	28.03.2020 at 04:00 PM

Bidding Document Fee: INR One Thousand Only (INR 1000 only)

Name of the Bidding Company/ Firm:	
Contact Person (Authorised Bid Signatory):	
Correspondence Address:	
Mobile No.	
Website & E-Mail:	

Rajasthan Medical Services Corporation
Swasthya Bhavan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Phone: 0141- 2228066, 2226064 Fax No.- 0141-2228065
Web: <http://rmsc.health.rajasthan.gov.in> Email Id edprocurement@gmail.com, rmsc@nic.in

TABLE OF CONTENTS

S.No.	Chapter	Page
	Abbreviations & Definitions	3
1.	Chapter-1: Invitation for Bids (IFB) and Notice Inviting Bids (NIB)	5
2.	Chapter-2: Pre-qualification/ Eligibility Criteria	7
3.	Chapter-3: Instruction to Bidders (ITB)	8
4.	Chapter-4: General Terms and Conditions of Tender & Contract	23
5.	Chapter-5: Special Terms and Conditions of Tender & Contract	30
Annexures / Bidding Forms		
1.	Pre-Bid Queries Format	32
2.	Tender Form	33
3.	Bidder's Authorisation Certificate	34
4.	Self-Declaration – No Blacklisting	35
5.	Certificate of Conformity/ No Deviation	37
6.	Financial bid cover letter & Financial Bid Format (BoQ Format)	38
7.	Memorandum of Appeal under the RTPP Act, 2012	40
8.	Draft Agreement for Rate Contract Format	43

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BG	Bank Guarantee
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RMSCL in this bidding document.
Day	A calendar day as per GoR/ GoI.
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a

	procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Purchaser/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer.
Rate Contract	A rate contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
RFP/ Bidding Document	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
WO/ PO	Work Order/ Purchase Order

1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

NIT Ref.No.: F.02(284)/RMSCL/PROCUREMENT/ME /NIB-09(3)/2020/595 Dated:-23.03.2020

Unique Bid No.:

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Rajasthan Medical Services Corporation (RMSCL) Address: Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Officer Incharge	ED(Procurement) <ul style="list-style-type: none"> Address: RMSCL, Swasthya bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: edprocurement@gmail.com
Subject Matter of Procurement	for Procurement of Medical Equipment in view of the emergent conditions due to spread of Corona virus.(Pippets 100)
Bid Procedure	Single-stage: two part (envelop) open competitive eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	[Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://www.rmscl.health.gov.in Bidding document fee: Rs. 1000 (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RMSCL" payable at "Jaipur". RISL Processing Fee: Rs.1000 (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs 7 Lacs
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): <ul style="list-style-type: none"> 2% of the estimated procurement cost (14000) 0.5%, for MSME of Rajasthan 1% for Sick Industries, other than MSME., whose cases are pending with Board of Industrial & Financial Reconstruction. Mode of Payment: Banker's Cheque or Demand Draft of a Scheduled Bank in favour of "Managing Director, RMSCL" payable at "Jaipur"
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at eProc website (http://eproc.rajasthan.gov.in) Start Date: 23.03.2020 upto 01:00 PM End Date: 28.03.2020 upto 03:00 PM
<u>Date & Time of pre bid conference</u>	<u>25.03.2020 at 12.00 noon</u>
Submission of Banker's Cheque/ Demand Draft for	28.03.2020 upto 03:00 PM

Tender Fee, Bid Security, Processing Fee*	
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date: 28.03.2020 • Time: 04:00 PM • Place: RMSCL
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) *In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee as per dates mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, Bid Security, should be drawn in favour of "Managing Director, RMSCL and RISL Processing Fee should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd(RISL)." payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) RMSCL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 7) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 8) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 9) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail. 	

MD, RMSCL

2. QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) A bidder participating in the procurement process shall possess the following minimum qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal status	The bidder should be a single entity proprietorship firm / partnership firm/ registered company. The bidder may be a manufacturer or authorized distributor.	Copies of registration certificate.
2.		The bidder should not stand blacklisted/ debarred either by the procuring entity (RMSCL) or State Government of Rajasthan on the date of bid submission.	Self Undertaking

3. INSTRUCTION TO BIDDERS (ITB):

1. Sale of Bidding/ Tender Document

- a) The complete bidding document shall be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

2. Pre-bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - a. Last date of submitting clarifications requests by the bidder: as per NIB
 - b. Response to clarifications by procuring entity: as per NIB
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

3. Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4. Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- b) 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 and in such circumstances bid security shall not be forfeited.
- c) 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.

5. Format and Signing of Bids

- a) Bidders must submit their bids online at eProcurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (eProc)	Instrument/ Proof of submission (PDF)
3.	Bid Security (EMD)	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate	As per Annexure-3 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
6.	Certificate of Conformity/ No Deviation	As per Annexure-5 (PDF)

Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid	As per BoQ (.XLS) format available on e-Proc portal

- e) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-

submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

6. Cost & Language of Bidding:

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7. Alternative/ Multiple Bids:

- a) Alternative/ Multiple Bids shall not be considered at all.

8. Bid Security (EMD):

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand drafts, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- h) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the bidder fails to commence the supply of the service or execute work as per supply/ work order within the time specified;

- d. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- e. If the bidder fails to submit requisite Performance security or sign the “Agreement for rate contract” within the time period as specified in the “Letter of rate contract”
- f. Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.
- g. No interest shall be payable on the bid security (EMD).
- h. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - I. the expiry of validity of bid security;
 - II. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - III. the cancellation of the procurement process; or
 - IV. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- i. Bid Security, tender fees and bid processing fees is to be deposited in the form of demand draft/ banker’s cheque before 6.00 P.M. on 10.02.2020 the demand draft / banker’s cheque for bid security and tender fees shall be payable in the name of MD, RMSCL, where the demand draft for bid processing fees should be payable in the name of MD, RISL.

9. Deadline for the submission of Bids

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

10. Withdrawal, Substitution, and Modification of Bids

- a) If permitted on e-Proc portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProc website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

11. Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.

- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- e) The committee shall conduct a prelim in
- f) any scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- g) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- h) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12. Selection Method:

- a) Selection Method shall be Least Cost Based Selection (LCBS) which shall be evaluated based on the total value of the financial bid based on cumulative unit cost.

13. Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be in writing.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

14. Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. “deviation” is a departure from the requirements specified in the bidding document;
 - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
 - ii. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria:

Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause “**Format and Signing of Bids**”. Bidders are expected to quote for all the categories. In case a bidder does not quote for any of the category, the bid shall be summarily rejected and financial

bid shall not be opened for the same bidder. Similarly, in case the proposal of a bidder is non-responsive for any category, the bidder shall be technically disqualified for that particular category.

d) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15. Evaluation & Tabulation of Financial Bids: The procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and determine the lowest offer for acceptance to the procuring entity
- h) it shall be ensured that the lowest bid / offer is justifiable looking to the prevailing market rates of the services required to be procured.

16. Purchase preference in evaluation:

Purchase preference notified by the State Government (GoR) shall be considered in the evaluation of Bids and award of contract. In order to avail purchase preference, a purchase preference certificate issued by GM, DIC will have to be submitted along with bid.

17. Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates. Where quantities are required to be divided between two bidders, all the responsive and eligible bidder(s) shall be asked to match the best value (L1) bid as specified in the clause 16 titled "Dividing quantities among more than one bidder at the time of award".
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

18. Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if:
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

19. Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
 - a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

20. Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the rate contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the rate contract to the bidder(s) whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder(s) has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an "Agreement" within fifteen days from the date on which the letter for rate contract is dispatched to the bidder, in the format provided by RMSCL to the successful bidder on a non-judicial stamp of requisite value with a concurrence to convert the "Bid Security" (EMD), submitted to RMSCL, into "Performance security" (SD).
- h) If the issuance of formal "Letter of award" is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of contract is complete as soon as the letter of award or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal "Agreement for contract" is executed, the "letter of award" or LOI shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the "Agreement for contract" with the successful bidder is signed and its "Performance security" (SD) is obtained.

21. Information and publication of award: Information of award of rate contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

22. 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 (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

23. Performance Security

- a) Performance security of 5% of the total value of contract would be deposited by the successful bidder.
- b) Refund of Performance security: The Performance security shall be refunded after three (03) months of the expiry of the guarantee period.
- c) Forfeiture of Performance security: The Performance security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. When any terms and condition of the contract is breached or cancelled
 - b. when the bidder fails to commence the supply of the service or execute work issued under this contract
 - c. when the bidder fails to complete supply of service mentioned in this Contract satisfactorily.
- d) Notice will be given to the bidder with reasonable time before Performance security is forfeited.
- e) No interest shall be payable on the deposited Performance security.

24. Execution of Agreement for Rate Contract

- a) A procurement contract shall come into force from the date on which the letter of award of contract is despatched to the bidder.
- b) The successful bidder shall sign the Agreement for Contract within 15 days from the date on which the letter of award or letter of intent is despatched to the successful bidder.
- c) If the bidder, who has been selected for contract, fails to sign a written agreement for 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 bidding document and Act. The procuring entity may, in such case, cancel the contract with the bidder and debar the bidder to participate in any future bid.

- d) The bidder will be required to execute the agreement for contract on a non-judicial stamp of specified value at its cost.

25. Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

26. Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. 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;

- vii. any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

27. Interference with Procurement Process: A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

28. Appeals

- a) Subject to "Appeal not to lie in certain cases" below, 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 guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 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:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings;
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder

- or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
First Appellate Authority: Special Secretary Medical , Health & Family welfare
- f) Second Appellate Authority: Additional Chief Secretary Medical , Health & Family welfare
Form of Appeal:
- a. Every appeal under (a) and (c) above shall be as per Annexure-8 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.
- g) Fee for Appeal: 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.
- h) 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 (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

29. Stay of procurement proceedings:

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

30. Vexatious Appeals & Complaints:

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

31. Offences by Firms/ Companies

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
- a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
 - b. "Director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offences: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

32. Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
- a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

33. Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of service is to be obtained continuously or is batched. If the entire service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.
- c) If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

4. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the service from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Purchaser" means the entity purchasing the services, as specified in the bidding document.
- h) "Related Services" means the services incidental to the supply of the services, such as insurance, installation, training and providing warranty and other similar obligations of the successful/ selected bidder under the Contract.
- i) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the related services is subcontracted by the successful/ selected bidder.
- j) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- k) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1. Contract Documents:

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2. Interpretation:

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and

agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3. **Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4. **Notices**

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

5. **Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

6. **Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the goods to be supplied shall be as specified in the supply order.
- b) Unless otherwise stipulated in the contract for execution of supply order, the scope of supply shall include all such services not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of contract as if such items were expressly mentioned in the Contract.

7. **Delivery & Installation**

- a) Subject to the conditions of the contract, the completion of supply shall be in accordance with the delivery and completion schedule as specified in the supply order.

- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
8. **Supplier's/ Selected Bidder's Responsibilities:** The Supplier/ Selected Bidder shall supply all services included in the scope of supply in accordance with the provisions of work order and/ or contract for execution of work order.
9. **Purchaser's Responsibilities**
- a) Whenever the supply of services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.
10. **Recoveries from Supplier/ Selected Bidder**
- a) Recovery of liquidated damages, penalties shall be made ordinarily from bills or Performance Security (as the case may be).
- b) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.
11. **Taxes & Duties**
- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by RMSCL as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.
12. **Confidential Information:**
- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the

Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- d) The obligation of a party under sub-clauses above, however, shall not apply to information that:-
- i. the Purchaser or Supplier/ Selected Bidder need to share with RMSCL or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

13. Sub-Contracting

- a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Purchaser.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

14. Right to vary quantity

1 [(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. 3 [(2) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned. (3) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities 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. Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-

(i) the procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities; (ii) that the additional quantities so procured shall be part and parcel of the work being executed; (iii) that the limit of 50% of the value of original contract shall not be exceeded in any case.]

15. Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to deliver any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the supply order and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange supply of goods within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the supplier/ selected bidder.
 - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply within the stipulated delivery period or is unable to maintain prorate progress in the supply of service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and the period of delay occurred due to that and recommends the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of goods in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of details of delivery points. if RMSCL was required to provide them to the supplier as per terms of the contract.
 - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods.
 - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered service.

- vi. If RMSCL is in need of goods rendered after expiry of the stipulated delivery period, it may accept the goods and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) 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 goods which the supplier/ selected bidder has failed to supply or complete :-

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery.	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery.	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery.	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery.	10.0 %

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10%.
- iii. *The percentage refers to the payment due for the associated milestone.

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 Selected Bidder.

16. Change in Laws & Regulations: Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

17. Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its SD, PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RMSCL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RMSCL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

18. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: -
- i. The related goods to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

19. Termination

1. Termination for Default

- i. The tender sanctioning authority of RMSCL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RMSCL; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of goods or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RMSCL terminates the contract in whole or in part, amount of EMD / PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

2. Termination for Insolvency

RMSCL may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RMSCL.

3. Termination for Convenience

- i. RMSCL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The supplies that are complete and ready for delivery within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Services.

5. SPECIAL CONDITIONS OF CONTRACT

- 1) **Delivery Period:** - The successful bidder would be required to supply the entire material within a period of 10 days from the date of issuing of supply order. The bidder should submit their bid keeping in view the required delivery period.
- 2) The successful bidders would be required to get receipts and installation reports from the authorised persons of the consignee. The same would be submitted to RMSCL along with invoice.
- 3) On receipt of invoices, delivery challans along with the receipts and installation reports of the consignees, the payment would be released not later than 60 days.
- 4) Any Dispute arising out of the contract shall be settled within the jurisdiction of Jaipur courts only.

ANNEXURE-1: Technical Specifications

Pipettes sets: Three unit

- Pipetters should have variable range of 0.2ul, 2-20ul, 20-200ul and 100-1000ul.
- Pipetters should be supplied along with 6-position stand, sample tips boxes, reagent containers and each box of barrier tips compatible to each pipetters.
- Pipetters should have Advanced Gearing Mechanism for volume adjustment.
- Pipetters should have Adjustable Finger Rest for improved ergonomics which can be adjusted around 120° for ambidextrous working.
- Pipetters should come with five years of warranty.
- Aerosol free and fully autoclavable.
- ECE & IVD(Notified Body)/BIS certified.
- Should have in house calibration as per NABL.
- **Guarantee: For one years from the date of Supply.**



Rajasthan Medical Services Corporation

ANNEXURE-2: Checklist of document to be submitted by the bidder.

S.No.	Name of document	YES	NO

ANNEXURE-3: TENDER FORM

1) **Addressed to:**

Name of the Tendering Authority	Managing Director
Address	RMSCL (Rajasthan Medical Services Corporation) Swathya Bhawan , Jaipur

2) **Firm Details:**

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm	Public	Private	Partnership	Proprietary
Put Tick(<input type="checkbox"/>) mark	Limited	Limited		
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation/Affiliation, if Any				

- 3) The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- 4) The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- 5) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____



Rajasthan Medical Services Corporation

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

{Procuring entity},

_____,

I/ We {Name & Designation} hereby declare/ certify that {Name & Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



Rajasthan Medical Services Corporation

ANNEXURE-5: SELF-DECLARATION {to be filled by the bidder}

To,

{Procuring entity},

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, :-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) 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;
- c) 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/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



Rajasthan Medical Services Corporation

ANNEXURE-6: Manufacturer's Authorization form (MAF)

(To be filled by the manufacturer when a distributor to participate in the bid process)

To
(Procuring entity)

Subject:- Issue of Manufacturer's Authorization form (MAF)

Reference:- NIB Ref No..... Dated.....

Sir,

We (name and address of the manufacturer) having our manufacturing facility at (address of manufacturing location) do hereby authorize (M/s) who is our distributor/ Retailer/ others <Please specify> to bid, negotiate and conclude the contract with you against the aforementioned reference for the following item manufactured by us.

(Manufacturer will mention the details of the proposed product with their make)

We undertake to provide warranty for the product for one year.

Your's faithfully

For and on behalf of M/s (Name of the manufacturer)

(Authorised Signatory)

Name , designation & Contact no.

Address.....

Seal



Rajasthan Medical Services Corporation

ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,

{Procuring Entity},

CERTIFICATE

This is to certify that, the Services I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



Rajasthan Medical Services Corporation

ANNEXURE-8: FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER {to be submitted by the bidder on his Letter head}

To,
{Procuring Entity},

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of govt. taxes/duties as mentioned in the Financial Bid.

I / We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the Performance security as prescribed in the bidding document.

I / We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:



Rajasthan Medical Services Corporation

FINANCIAL BID FORMAT

The financial bid is to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}

<u>Tender Inviting Authority:</u> RMSCL				
<u>Name of Contract:</u> Supply of				
<u>NIT Reference No. -</u>				
Bidder Name:				
PRICE SCHEDULE				
S.No	Name of Goods	Rate in (Rs.)	GST (in Rs.)	Amount (Rs.) (including GST)

Please Note:

1. GST would be as applicable.
2. Reproduced / re-word-processed formats or Bidder own formats for the price quotations will disqualify the tender.



Rajasthan Medical Services Corporation

ANNEXURE-9: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant: <please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address: <please specify>

2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>

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: <please specify>

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

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place

Date

Appellant's Signature



Rajasthan Medical Services Corporation

Annexure-X

Supplier Consolidated Invoice

Name of Supplier: Complete Address: E-mail ID:											
DL NO.:			<u>GST No.:</u>			<u>HSN Code</u>			Invoice No.:		
									Date:		
Purchaser: Managing Director Address: Rajasthan Medical Services Corporation Ltd, Gandhi-Block, Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur Phone No. 0141- 2228066 <u>RMSCL GSTIN.08AAFCR2824M1Z3</u>						Purchase Order No.: Date:					
Name of Item/Description :						Drug Code (RMSCL) :					
S.No	Name of DD W	Ordered Qty.	Invoice /Challan no.	Date	Packing Size	Batch No.	Mfg. Date	Exp. Date	Quantity Supplied in No. (Batch wise)	<u>Basic Rate (without GST)</u>	<u>Basic Amount (without GST)</u>
1	2	3	4	5	6	7	8	9	10	11	12
Remarks:						Total Basic Amount					
						<u>Rate of (%) GST(CGST)</u>					
						<u>Rate of (%) GST(SGST)</u>					
						<u>Rate of (%) GST(IGST)</u>					
						<u>Total GST Amount(CGST+SGST+IGST)</u>					
						<u>Grand Total (Basic Amount+ GST Amount)</u>					

Authorised Signatory



Rajasthan Medical Services Corporation

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 Executive Director (P) 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.

Where as the Supplier has agreed to supply to the Purchaser, the Drugs and Medicines with specifications mentioned in the Schedule attached here to at the prices noted there in and 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 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 e-Bid floated for the rate contract cum supply for Procurement of Filters for Thalassemia Patients For Rajasthan Medical Services Corporation Ltd, **(F.02(277)/RMSCL/PROCUREMENT/Non Edil Item/NIB-02/2020/136 Dated:- 22.01.2020)** and technical bid opened on **11.02.2020** the instruction to Bidders, the conditions of Bid, 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 supply by the Supplier to the Purchaser of the Drug and Medicines specified in the agreement 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 upto -----.
(c) The Bid quantity noted against each item in the schedule attached hereto 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. The

Supplier shall make supplies of the Filters for Thalassemia Patients 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, bidding 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



Rajasthan Medical Services Corporation

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 binding.

8 All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decide by the Govt. and the decision of the Govt. shall be final.

SUPPLIER (Signature, Name EXECUTIVE DIRECTOR (P),
& Address With Stamp) RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

Witness (Signature, Name & Address)

Witness

1.

1.

2.

2.