कार्यालय सदस्य सचिव मेडिकेयर रिलीफ सोसायटी,
प्रिंस बिजयसिंह मेमोरियल (पी.बी.एम.) चिकित्सालय, बीकानेर

क्रमांकः–रामेरिसो / पी.बी.एम. / 2025 / दिनांक :–

श्रीमान निदेशक, सूचना एवं जनसम्पर्क निदेशालय,
जयपुर, राजस्थान।
ADVT.DIPR@rajasthan.gov.in

विषयः– ई–बोली आमंत्रण सूचना का प्रकाशन शीघ्रताशीघ्र करवाने हेतु।

महोदय,

उपरोक्त विषयान्तर्गत लेख है कि रामेरिसो, पीबीएम चिकित्सालय, बीकानेर से संबंधित ई.बोली आमंत्रण सूचना क्रमांक (E-NIB No 18/2024-25) दिनांक को शीघ्र प्रकाशन हेतु भिजवाई जा रही है। कृपया ई–बोली आमंत्रण सूचना को नियमानुसार आवश्यक अखिल भारतीय स्तर एवं राज्य स्तरीय के समाचार पत्रों में आगामी अंक में प्रकाशित करवाये तथा उक्त ई–बोली आमंत्रण सूचना आप द्वारा किन–किन समाचार पत्रों में प्रकाशन हेतू भिजवायी जा रही है, उससे इस कार्यालय को भी अवगत करावें, कृपया इस बोली आमंत्रण सूचना को आपकी वेबसाईट www.dipronline.org.in पर भी प्रकाशित करावें।

क्र.सं.	कार्य का संक्षिप्त विवरण	अनुमानित लागत (रूपये)	बोली प्रतिभूत राशि (रूपये)	बोली शुल्क (रूपये)	RISL प्रक्रिया शुल्क (रूपये)	प्रि –बिड मिटिंग दिनांक	ई–प्रोक्योरमेन्ट के माध्यम से बोली प्रपत्र व बिड डाटाशिट इत्यादि डाउनलोड आरंभ होने की तिथि व समय	ई–प्रोक्योरमेन्ट के माध्यम से बोली प्रस्तुत करने की प्रारम्भ तिथि व समय	BID SECURITY DECLARATION, बोली शुल्क, आर. आई .एस. एल. प्रकिया शुल्क प्रपत्र प्रस्तुत करने की अंतिम दिनांक व समय	बोली खुलने की दिनांक व समय
1	चिकित्सालय में M-AAY/CM-NNRY/RGHS के अन्तर्गत नैत्र चिकित्सा विभाग के मरीजों हेतु सामग्रीयों की आपूर्ति के लिये 2 वर्षीय दर संविदा	25 लाख	50 हजार	1000/–	500/–	01.04.25	27.03.2025 से सांय 4 बजे	04.04.25 से सांय 4 बजे	23.04.25 सांय 5 बजे तक	24.04.25 को सांय 04 बजे बाद

संलग्नः– उल्लेखित

अधीक्षक एवं सदस्य सचिव,
राजस्थान मेडिकेयर रिलीफ सोसायटी,
पी.बी.एम. चिकित्सालय, बीकानेर

क्रमांकः–रामेरिसो / पी.बी.एम. / 2025 / 8916–23 दिनांक :– 25/3/25

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :–

01. प्रधानाचार्य, सरदार पटेल आयुर्विज्ञान महाविधालय, बीकानेर।
02. वित्तीय सलाहकार सरदार पटेल आयुर्विज्ञान महाविधालय, बीकानेर।
03. मुख्य लेखाधिकारी, चिकित्सालय।
04. एनालिस्ट कम प्रोग्रामर (उप निदेशक)सर्वर रूम, चिकित्सालय को बिड डाक्यूमेंट व बिड डाटाशीट संलंग्न कर लेख है कि उक्त ई–बोली आमंत्रण सूचना व संबंधित समस्त दस्तावेजो को "sppp.rajasthan.gov.in" तथा "eproc.rajasthan.gov.in" पोर्टल पर शीध्रतिशीघ्र अपलोड करवावें।
05. प्रभारी लेखा–शाखा, वेतन / क्रय / संस्थापन, चिकित्सालय।
06. नोटिस बोर्ड, चिकित्सालय / मेडिकल कॉलेज, बीकानेर।
07. रक्षित पत्रावली।

अधीक्षक एवं सदस्य सचिव,
राजस्थान मेडिकेयर रिलीफ सोसायटी,
पी.बी.एम. चिकित्सालय, बीकानेर

कार्यालय अधीक्षक एवं सदस्य सचिव, राजस्थान मेडिकेयर रिलीफ सोसायटी, प्रिंस बिजयसिंह मेमोरियल (पी.बी.एम.) चिकित्सालय,

बीकानेर दुरभाष न0.01512220115, ईमेलं rmrs.pbm@rajasthan.gov.in

क्रमांकः–रामेरिसो / पी.बी.एम. / 2025 / 8924 दिनांक :– 25/3/25

ई–बोली (18/2024-25) आमंत्रण सूचना

इस चिकित्सालय मे M-AAY, CM-NNRY व RGHS के अन्तर्गत नैत्र चिकित्सा विभाग में भर्ती मरीजो हेतु सामग्रीयों की आपूर्ति हेतु 2 वर्षीय दर संविदा के लिए दिनांक 27.03.25 समय 04 बजे से ऑनलाईन निविदा आमंत्रित की जा रही है। इच्छुक बोलीदाता फर्म (http://epro.rajasthan.gov.in, http://sppp.rajasthan.gov.in) पर उक्त बोली सम्बधित दस्तावेज देख सकते हैं।

UBN No. :-

अधीक्षक एवं सदस्य सचिव,
राजस्थान मेडिकेयर रिलीफ सोसायटी,
पी.बी.एम. चिकित्सालय, बीकानेर

राजस्थान सरकार

कार्यालय, सदस्य सचिव, राजस्थान मेडिकेयर रिलीफ सोसायटी, पी.बी.एम. चिकित्सालय,बीकानेर

तकनीकी बिड डाटाशीट ई–प्रोक्योरमेन्ट

बोली कार्य का नाम व विवरण :– चिकित्सालय में M-AAY/CM-NNRY/RGHS के अन्तर्गत नैत्र चिकित्सा विभाग के मरीजों हेतु सामग्रीयों की आपूर्ति के लिये 2 वर्षीय दर संविदा (Rate Contract)

Bid Data Sheet		
1.	The Number of the Invitation to Bid is	E-NIB No. ....18........ Date:- 25/3/25
2.	The Procuring Entity is	Member Secretary, RMRS, PBM Hospital, Bikaner The period of Contract shall be Two Year
3.	Estimated Cost of Bid	**25 lakh**
4.	The Goods to be Procured are	Medicine/ Surgical Item for E.N.T. Department
5.	The Price of the Bidding Documents	Rs. 1000/- by way of demand Draft/Banker's Cheque in the Name of Member Secretary, RMRS, PBM Hospital Payable at Bikaner
6.	E- Bid Proccssing fees	Rs. 500/- by way of demand Draft/Banker's Cheque in the Name of "Managing Director, RISL., Jaipur payable at Jaipur
7.	For Clarification Purpose Only, The Procuring Entity's Address is	Member Secretary, RMRS, PBM Hospital, Bikaner Address:- PBM Hospital, Bikaner Telephone: 0151-2220115 Email Id:- rmrs.pbm@rajasthan.gov.in
8.	The Language of the Bid is	English/Hindi
9.	The Bid Validity Period shall be	120 days from the Dead line for submission of Bids
10.	Bid Security	(A) Amount 50000/- by way of demand Draft/Banker's Cheque in the Name of Member Secretary, RMRS, PBM Hospital Payable at Bikaner
11.	The Currency	The currency of the Bid shall be Indian Rupees.
12.	Performance Security (A)	The amount/rate of Performance security for the Bidder other than those specified in shall be 2.5% of the estimated cost as given in E-NIB and 0.5% for Small Scale Industries of Rajasthan and 1 % for sick industries whose cases are pending with BIFR.
13.	Bid Process	Bid submission process Electronid submission of Bids is Mandatory, the adderess of the web portal is **e-proc.raj.gov.in**
14.	Downloading of Bids Start	from 04:00 PM on .... Rajasthan Government's Portal www.proc.rajasthan.gov.in (Electronic Submission of Bid Mandatory)
15.	Submission of Bids Start	From 02:00 PM on .... Rajasthan Government's Portal www.Eproc.rajasthan.gov.in
16.	Last Date And Time of	At 04:00 PM on .... Rajasthan

[Dr Surender Verma] [Abhishek Goyal] A.O [Dr Anil Chouhan] 22/3/2025 [Dr Rashmi]

	Submission of Bids	Government's Portal www.Eproc.rajasthan.gov.in
17.	Opening of Technical Bids	At 04:00 PM on .... Rajasthan Government's Portal www.Eproc.rajasthan.gov.in (Office of the Member Secretary, RMRS, PBM Hospital, Bikaner) To Be Intimated Through e-proc Automated Messaging System

18. (A) The Designation and Address of First Appellate Authority

Principal and Controller,
SPMC Medical College, Bikaner

(B) The Designation snd Adress of SecondAppellate Authority

Commissioner
Medical Education Department,
Secretariat, Jaipur

I/we (Name of the person) in the capacity of (designation) as bidder have read the introduction. NIB and all the Conditions of Bid annexed here to carefully and agree to abide by all the conditiond and have digitally signed and serially numbered all the pages in token of acceptance thereof, details of the bidding firm/company are as below:

[Abhishek Goyal S. AO]

[Dr Anil chouhan]

22/3/25
[Dr Rashmi]

24-3-25
[Dr Surender Verma]

Name of
Firm /Company ....

Office Address (With Pin code) ....
....
....
....

Telephone No. ....
Office ....

Residence ....
Fax (with STD Code ....
Email Id)

Mobile No ....

Statutory Details ....
GSTIN ....
PAN ....
Central Excise Registration No...
Bid Security DD/BC No. ....
E- Bid Proccssing fees DD/BC No...
Bidding Documents fees DD/BC No. ....

Name of Banker ....
Bank RTGS/NEFT No. ....
A/C no of the bidder. ....

Signature
Name of Signatory (In Block Letters)
Designation

Date.....................

Place.....................

22/3/2025

[Dr. Anil chouhan] [Dr Rashmi]

24/3/25
[Dr. Surender Verma] [Abhishek Goyal S. AO]

Evaluation and Qualification Criteria (Technical Bid)

S.No.	Particular	Submitted Page No-
01.	All Bid document	
02.	Authorization Certificate. **(Annexure-1)**	
03.	Undertaking of Manufacturer/Importer/Marketing Company **(Annexure-2)**	
04.	The bidder should be registered under Goods & Service Tax. Bidder Must submit copy of registration.	
05.	Copy of Valid Drug License Of Bidder Must Be Enclosed (As per item,If applicable)	
06.	Copy of Valid Pan card Of Bidder Must Be Enclosed.	
07.	Copy of Quality certificates, i.e. ISI/ISO/GMP/WHO/CE/USFDA With Validity	

Sr.no.	Item Name /Quantity	Make	Packing	Authorization certificate Page num.	Quality certificate page num.
1	Cresent knife 2.00mm bevel up CE certified				
2	keratome knife 2.8 mm 450 angled bevel up CE certified				
3	Side port knife (Stab knife 15ºst) CE certified				
4	Restricted depth guarded knife				
5	Tryphan blue dye 0.6 mg/ml				
6	Eye shield				
7	Clinical spirit 70% w/v				
8	Fluromethalone 1%				
9	Plastic table towel				
10	Plastic eye drape				
11	5-0 vicryl suture				
12	6-0 vicryl suture				
13	8-0 vicryl suture				
14	3-0 Silk suture				
15	8-0 Silk suture				
16	10-0 nylon suture				
17	Ear bud (swab stick) for foreign body removal and used as swab				
18	24 G Needle				
19	26 Needle ½'' and 1''				
20	Black glass (Goggles)				

[Abhishek Goyal] S. AO

24-3-25 [Surender ...]

[Dr. Anil Chouhan]

22/3/25 [Dr. Rashmi]

Evaluation and Qualification Criteria (Fin. Bid)

Sr. No.	Item Name	Make	MRP	Each Rate Without Tax
1	Cresent knife 2.00mm bevel up CE certified			
2	keratome knife 2.8 mm 450 angled bevel up CE certified			
3	Side port knife (Stab knife 15°st) CE certified			
4	Restricted depth guarded knife			
5	Tryphan blue dye 0.6 mg/ml			
6	Eye shield			
7	Clinical spirit 70% w/v			
8	Flurometholone 1%			
9	Plastic table towel			
10	Plastic eye drape			
11	5-0 vicryl suture			
12	6-0 vicryl suture			
13	8-0 vicryl suture			
14	3-0 Silk suture			
15	8-0 Silk suture			
16	10-0 nylon suture			
17	Ear bud (swab stick) for foreign body removal and used as swab			
18	24 G Needle			
19	26 Needle ½'' and 1''			
20	Black glass (Goggles)			

[Abhishek Goyal] S.AO

[Dr Anil chouhan]

28.3/2025
[Dr Rashmi]

24/03/25
[Dr Surendra Verma]

सामान्य शर्ते व नियम :–

01.उक्त सभी संबंधित दस्तावेज स्वयं द्वारा सत्यापित निविदा प्रपत्र के साथ अपलोड करना अनिवार्य है। तकनीकी मूल्यांकन हेतु अपलोड किये गये दस्तावेज ही मान्य होगें भौतिक रूप से प्रस्तुत किये गये दस्तावेजों पर विचार नही किया जायेगा ।

02.**बिडर द्वारा एक आईटम के लिए एक ही मैक प्रस्तुत करना होगा ।**

03.आईटमों में Authorization व Quality certificates with Validity के प्रमाण–पत्र उपलब्ध नही हो तो उस आईटमों के लिये अपनी वित्तीय बिड प्रस्तुत नहीं करें ।

04. बिडर द्वारा बिड में प्रस्तुत किये गये डॉक्यूमेन्ट्स में प्रस्तुत मैक, मैन्यूफेक्चरार, अधिकृत विक्रेता व गुणवत्ता इत्यादि के आवश्यक प्रमाण–पत्रों वाले मैक/मैन्यूफैक्चरार पर ही विचार किया जायेगा ।

05.**पैकिंग यूनिट का स्पष्ट वर्णन करें जबकि दर प्रति नग Each Rate प्रस्तुत करें जो कि ऑनलाईन होगी।**

06.तकनीकी बिड एवं वित्तीय बिड अलग–अलग अपलोड करनी होगी।

07.वित्तीय बिड उन्हीं फर्मो की खोली जाएगी जो तकनीकी रूप से समक्ष होगे ।

08.अनुमोदित फर्म को नियमानुसार 500/– रूपये के नॉन ज्यूडिशियल स्टाम्प पेपर पर पन्द्रह दिवस की अवधि में अनुबन्ध प्रस्तुत करना होगा ।

09. अनुमोदित फर्म को अनुमानित लागत की 5 प्रतिशत राशि के बराबर की प्रतिभूति राशि का डी.डी./बैंकर चैक/एन.एस.सी./एफ.डी.आर. बैंक गारण्टी (अनुसूचित बैंक द्वारा जारी की गई) के रूप में जो कि सदस्य सचिव, रा.मे.रि.सो., पी.बी.एम. सम्बद्ध चिकित्सालय वर्ग, बीकानेर के पक्ष में फिजिकली प्रस्तुत व देय करनी होगी। एन.एस.सी. एवं एफ.डी.आर. इत्यादि समर्पण मूल्य पर सदस्य सचिव, चिकित्सालय के पक्ष में प्लेज कराकर प्रस्तुत करने होंगे तथा ये दस्तावेज कार्य प्रारम्भ करने की दिनांक से 30 माह तक वैध (Vaild) होना आवश्यक है । इस कार्यालय द्वारा प्रतिभूति राशि पर कोई ब्याज नहीं दिया जावेगा

10.BOQ में दरे बिना टैक्स प्रस्तुत करनी होगी टैक्स नियमानुसार अतिरिक्त देय होगा ।

11.भुगतान हेतु प्रस्तुत बीजक में मैक एवं आपूर्ति आदेश का भी उल्लेख करना होगा।

12.यदि न्यूनतम दर प्रदायता फर्म द्वारा आपूर्ति निर्धारित समय अवधि में नही करने पर (आवश्यकता पडने पर) उनकी रिस्क कोस्ट पर स्थानीय बाजार या एल–2 से खरीद कर अन्तर राशि की वसूली न्यूनतम दर प्रदायता फर्म से की जाएगी।

13.आपूर्ति आदेश बिडर की मेल आई.डी. के माध्यम से भिजवाया जा सकता है जो सप्लाई अवधि की गणना के लिये मान्य होगा।

14.आपूर्ति अवधि :– अधिकतम 8 दिवस एवं अति आवश्यक परिस्थिति में 24 घन्टे होगी।

15.निर्धारित अवधि में निविदा शुल्क, आर.आई.एस.एल. प्रकिया शुल्क एवं बोली प्रतिभूति राशि के डी.डी./बैंकर चैंक सही नामे प्राप्त होने के पश्चात् ही तकनीकी बिड खोली जायेगी अन्यथा तकनीकी रूप से अयोग्य घोषित किया जायेंगा ।

16.विशषेज्ञ सदस्य द्वारा नमूने/सेम्पल की मांग किये जाने के फलस्वरूप सम्बन्धित बिडर को उक्त सामान निर्धारित अवधि में उपलब्ध करवाने होंगे । सेम्पल को विशेषज्ञ सदस्य द्वारा तकनीकी रूप से सक्षम किये जाने पर ही बिडर की वित्तीय बिड खोली जायेगी ।

17.सफल बिडर द्वारा आपूर्ति की जाने वाली समस्त औषधियों की expiry date आपूर्ति करने वाले दिन को उस दवाई की कुल वैद्य अवधि का 75 प्रतिशत शेष होनी आवश्यक है अन्यथा स्वीकार नहीं की जायेगी। अवधिपार दवाओं तथा चलन में न आने वाली दवाओं (cold chain के अतिरिक्त) को स्वयं के खर्चे पर वापिस लेना होगा।

18. विशेषज्ञ सदस्य द्वारा मांग करने पर बिडर द्वारा उपलब्ध करवाई गई औषधियों की बैच टेस्टिंग रिपोर्ट प्रस्तुत करनी होगी ।

19.शेष नियम एवं शर्ते राजस्थान लोक उपापन पारदर्शिता अधिनियम की धारा 2012 एवं नियम 2013 का भाग होगी ।

20.निविदादाता अपनी निविदा में आर.टी.पी. नियम 13, Amendment Rules 2021 की पालना में बिडर/बेनेफिसियल जो ऐसे देश से सामान की आपूर्ती करना चाहता है , जिसकी स्थलीय सीमा भारत देश से साझा होती है (Share a land border with india) उनको /निविदादाता को इस संबंध मे राजस्थान सरकार के उघोग विभाग मे पंजियन प्रमाण पत्र /रजिस्ट्रेसन पत्र अपलोड करना अनिवार्य है। इसके अभाव मे भरे गये मैक के आइटम को अमान्य कर दिया जायेगा।

21. **उपरोक्त पात्रता पूरी करने वाले बोलीदाता ही तकनीकी बिड (Technically Responsive) में योग्य माने जावेंगे तथा तकनीकी बिड क्वालीफाई होने वाले बोलीदाताओं की ही वित्तीय बिड खोली जावेगी ।**

24/3/25
[Dr. Narender Verma]

[Abhishek Goyal
S.AO]

[Dr. Anil Chouhan]

22/3/2025
[Dr Rashmi]

बोलीदाता द्वारा की जाने वाली घोषणा

मैने/हमने सदस्य सचिव आरएमआरएस पी.बी.एम.सम्बद्ध चिकित्सालय वर्ग, बीकानेर द्वारा जारी की गई बोली सूचना ....में वर्णित एवं बोली प्रपत्र के साथ संलग्न समस्त शर्तो को स्वीकार करने के साक्ष्य के रूप में मैंने/हमने हस्ताक्षर किये हैं जिन्हें मैं/हम मानने के लिये बाध्य हूँ/हैं ।

यदि मेरे/हमारे द्वारा दिये गये उक्त तथ्य गलत पाये गये या हमारी फर्म/मूल निर्माता फर्म/इर्म्पोटर कंपनी/मार्केटिंग कंपनी को प्रदेश/देश की किसी संस्था द्वारा ब्लैक लिस्ट किया गया हो तो बिना किसी पत्र/नोटिस के मेरी/हमारी अमानत राशि जब्त करने एवं उक्त बोली को निरस्त करने का पूर्ण अधिकार सदस्य सचिव आरएमआरएस ,पी.बी.एम.सम्बद्ध चिकित्सालय वर्ग, बीकानेर को प्रदत्त करता हूँ/करते हैं ।

बोलीदाता के हस्ताक्षर मय सील

22/3/25

[Dr Anil chouhan] [Dr Rashmi]

24-3-25

Annexure-1

AUTHORIZATION OF MANUFACTURER/IMPORTER/MARKETING COMPANY IF BID SUBMITTED BY THERE DESTRIBUTOR/DEALER

1. We -- (Name of Manufacturer/importer/ Marketing Company as applicable Mentioned) are here by certify that M/s-- (Name of Bidder with address) is our Importer/Marketing company/ Authorized Dealer/distributor. The Bidder is authorized :-
   - a) To submit Bid and quote the rates for the supply of Implants to Member Secrtary RMRS PBM Hospital, Bikaner against their NIB No----------------Dated-----------------on behalf of us.
   - b) To execute the contract agreement with Member Secrtary RMRS PBM Associatd Group of Hospitals, Bikaner on behalf of us.
   - c) To recceive work order/supply of items/payment on behalf of us.
   - d) we further hereby declare and affirm that we shall not change our authorization in favour of any other firm during the period of the Rate Contract under this bid.
2. It is further certified that our firm/Company has not been debarred/blacklisted by any state/central Govt. organization.
3. It is also certified that the products quoted in the bid have not been recall by any Govt. and Private Hospital in last three years.

Signature with seal

Manufacturer/Importer/marketing Company

Name of Issuer:-

Designation :-

Contact No :-

Email ID :-

[Dr. Anil chouhan]

22/3/2025

[Dr Rashmi]

Annexure-2

UNDERTAKING OF MANUFACTURER/IMPORTER/MARKETING COMPANY IF BID SUBMITTED BY THEMSELVES

1. We -- (Name of Manufacturer/importer/ Marketing Company as applicable) are here by certify that our firm/Company has not been debarred/blacklisted by any state/central Govt. organization andproducts quoted in the bid have not been recall by any Govt. and Private Hospital in last three years.

   a) Supply must be arranged through our local dealer/distributor ------------------------------------ --

Signature with seal

Manufacturer/Importer/marketing Company

Name of Issuer:-

Designation :-

Contact No :-

Email ID :-

[Dr. Anil chouhan]

22/3/2023
[Dr Rashmi]

GOVERNMENT OF RAJASTHAN

OFFICE OF THE MEMBER SECRETARY, RAJASTHAN MEDICARE REEF SOCIETY, P.B.M ASSOCIATED GROUP OF HOSPITAIS, BIKANER, RAJ.

Tel. 01512226304 e-mail rmrs.pbm@rajasthan.gov.in

No. RMRS/PBM/2025/....... Date .... / .. .. /

M/s..

....

Sub - BID Document for (Two part Bid)...

:...

Ref. - Your letter no ....dated .... Bid fee Rs . ...

received vide DD/CR No. dated ....

Dear Sir,

With reference to above, we are sending herewith Bid documents Your sealed Bid documents along with required Security reach in this office on/before .... up to .... duly completed, Attested and stamped with . Bid will be opened on .... at...........................in Presence of the Bidders,(If any) in office of Member Secretary, Rajasthan Medicare Relief Society, PBM Associated Group of Hospitais, Bikaner.

INSTRUCTION TO BIDDER (ITB)

(1) These Documents should be put in (Technical Bid)

(A) Bid Security.

(B) E- Bid Proccssing fees

(C) Bidding Documents fees

Yours Sincerely,
Member Secretary
RMRS, P.B.M. A G. HOSPITAL,
BIKANER

Encl. as Above.

[Dr Anil chouhan]

21/3
22/3/2025

[Dr Rashmi]

(A) CONDITIONS of TENDER AND CONTRACT FOR OPEN TENDER (See Rule 68)

SR Form No. 16

Notc Tenders should read these conditions carefully. and comply strictly-while sending their tenders

1 Tenders must be enclosed In a properly sealed envelope according to the direction given in the tender notice.

2. Tenders by bonafide dealers Tenders shall be given only by bonafide dealers in the goods. They shall, therefore, furnish a declaration In the SR FORM 11.

3. (i) Any change in the constitution of the firm etc. shall be notified forth with by the contractor in Writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

(ii) No new Partner/Partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to avoid by all terms, conditions and deposited with the purchase officer a Written agreement to this effect. The contractors receipt for acknowledgement. or that of any partners subsequently accepted as above Shall bind all of them will be sufficient discharge for any of the purpose of the contract.

4. GST Registration and Clearance Certificate No dealer who is not registered under the GST at prevalent in the State where his business is located shall tender. The GST Registration Number Should be Quoted and a GST Clearance Certificate from the Commercial Taxes officer of the date concerned shall be submitted without which the tender is liable to rejection.

5. Tender forms shall be filled In ink or typed. No tender filled In pencil shall be considered. The tendered shall sign the tender form at each page and at the end In token of acceptance of all the terms and condition of the tender.

6. Rate shall be written both In words and figures. There should not be errors and/over writings. Corrections if any, should be made clearly and should made clearly with initialed dates. The rate s should mention element of the Rajasthan State GST and Central Sales Tax separately.

7. All rates quoted must be F.O.R. destination and should include all incidental charges except other, Central & Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes etc and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the presence of purchase officer. Goods to be purchased officer. the purpose of official use, hence Octroi is not payable. The rates, therefore, should be exclusive of other taxes and local tax. incase goods to be purchased are for the purpose of resale or use as manufacture any goods for sale, the rates shall be inclusive of other and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply Order.

8. (1)Comparison of rates of firms outside and those in Rajasthan. While .tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax shall be included in the rates of firms from outside Rajasthan for evaluation purpose.

(2) While Comparing the rates in respect of firms within Rajasthan the element of GST shall be Included.

9. **Price Preference :-**

(i) Price Preference .will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by industries outside Rajasthan in purchase of stores (Preference to industries of Rajasthan) Rules, 1995.

10. **"Validity :-** Tenders shall be valid for a period of 3 months from the date of opening of tender. A bid valid for shorter period shall be rejected as non responsive.

11. The approved Supplier shall be deemed to have carefully .examined the conditions, Specification, size, make and drawings, etc. of the goods to be supplied If he has any doubts as to the meaning of any portion of the these conditions or of the specification, drawing etc, he shall, before selling the Contract refer the same to the Purchase Officer and get-clarification.

12. The contractor shall not assign or sub-let his contract or any substantial part there of to other agency.

13. SPECIFICATIONS:-

(i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.

(ii) The Supply of articles market with asterisk/at serial number, Shall in addition, conform strictly to the approved samples and in case of other material when there are no standard approved samples, the supply shall be of the very best quality and description The decision of Purchase Officer/Purchase Committee whether the articles supplied confining the specifications and are in . accordance with the samples, if any, shall be final and binding on the tenders.

(iii) warranty/Guarantee Clause The tenders would give guarantee that the good/stores/articles to be purchased and the not-withstanding the fact that the description and quality as specified for a period of manufacture and date of delivery of the said goods/stores/articles to be purchased and the not with standing the fact that the purchaser may have inspected and/or approved, the goods/stores/articles during the aforesaid period of days/month, the said good/stores/articles shall be discovered not to confirm to the description and quality afore/said or have determined (and the decision of the Purchase Officer in that behalf Will be final and conclusive), the Purchaser will be entitled to reject the said goods/stores articles or such portion thereof as may be discovered not to confirm to the said description and quality on such rejection the goods/articles/stores will be at the seller s risk and all the provisions relating to rejection of goods, etc, shall apply. The tenders shall if so caused upon to do, replace the goods etc, or such portion thereof as is rejection by the purchase officer, otherwise the tenders shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing here in .contained shall prejudice any other right ot the Purchase officer in that Behalf under this contact or otherwise.

(iv) In case of machinery and equipment also, guarantee will. be given as mentioned in clause (iii) above and the tenders shall during the guarantee period replace the parts If any remove any manufacturing defect if found during

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the above period so as to the machinery is operative.. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(V) In case of Machinery and equipment specified by the Purchase Officer, the tenders shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenders shall also be responsible to ensure adequate regular supply of spare parts needed. for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract of otherwise. in case of change of model he will give sufficient notice to the Purchase, Officer who may like to purchase spare parts from them to maintain the machinery and equipment In perfect condition.

14. Inspection:-

(a) The purchase officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing, process after wards as may he decided.

(b) The tenderer shall furnish complete address of the premises of his office, go down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those who have newly entered in business, a letter of introduction from their banker will be necessary.

15 Samples :- Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc. Should be dispatched freight paid and the R. R. or G, R, should be sent under a separate registered cover. Samples for catering/food items should be given In a plastic box or in Polythin bags at the cost of the tendered.

16. Each samples shall be maintained suitably either by written on the samples or on a slip of durabble paper securely fastened to the sample, the name of the tendered and serial number of the item, of which it is a samples in the schedule.

17. Approved samples would be retained free of cost up to the period of six months after the expiry of the contact. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc. during the period these sample are retained.
The sample shall be collected by the tenderer on the expiry of stipulated period. The Goverrment.shall in no way make arrangements to return the samples. The samples uncollected within. 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost, etc, shall be entertained.

18. Samples not approved shall be collected by the unsuccessful tenderer. The government will not be responsible for any damage, wear and tear, or loss during testing, examination, etc. during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost etc, shall be entertained.

19. Supplies when received shall be subject to inspection to ensure whether they conform to the specification or with the approved samples. Where necessary or prescribed or practical tests shall be carried out in Government Laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.

20. **Drawl of samples :-** In case of tests, samples shall be drawn in four sets in the presence ot tenderer of his authorised representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and testing house and the third or fourth will be retained in the other for reference and record.

21. **Testing Charges :-** Testing charges shall be borne the Government In case urgent testing is desired to be arranged by the tenderer or in case of test rests showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the tenderer.

22. Rejection

(i)Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer. at his own cost within the time fixed by the Purchase officer.

(ii) If, however, due to exigencies of government work such replacement either in whole or in the. part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

23. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit. at the tenderers risk and on his account.

24. The tenderer shall be responsible for the proper. packing and so as to avoid damage under normal conditions, or transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any Loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materiais by the consignee. No extra cost on such account shall be admissible.

25. 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 tenderer of being heard and recording of the reasons for repudiation.

26. Direct or indirect canvassing on the part of the tender of his representative will be a disqualification.

(i) Delivery Period :- The tenderer whose tender is accepted shall arrange supplies as per NIB.

(ii) If the purchase officer does not purchase any of the tendered articles or purchase less that quantity indicated in the tender form, the tendered shall not be entitled to claim any compensation.

27. (i) All goods must be sent freight paid through Railway or goods transport. If goods are sent freight to pay the freight together with department charge 5% of the freight will be recovered from the suppliers bill.

(ii) R. R. should be sent under registered cover through bank only.

(iii) In case supply Is desired to be sent by the Purchase Officer by passenger train,. the entice railway freight will borne by the Department.

(iii) Remittance Charges on payment made shall be brone by the tenderer.

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28. Insurance :-

(i) The goods will be delivered at the destination go down in perfect condition. The supplier, if he so desires, may be Insured the valuable goods against loss by theft, destruction or damage, by fire, flood under exposure to s will be borne by the supplier and State will not be required to pay such charge If incurred. Whether or otherwise (war rebellion, riot etc) The insurance charges will be borne by the supplier and the State will not be required to pay such charges, if Incurred

(ii) The articles may also be got insured at the cost of the purchaser if so desired by the Purchaser, in such cases, the insurance should invariably be with Life insurance Corporation of India or its subsidiaries.

29. Payments

(i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of dispatch and to the extent as prescribed in finacial powers by rail/reputed goods transport companies, etc. and prior inspection, if any the balance if any will be paid on receipt of the consignment in good condition with the certiticate to that effect endrosed on the inspection not given to the tenderer.

(ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Offrcer in accordance with GF & AR all remittance charges will be borne by the tenderer.

(iii)_In case of disputed items, 10 to 25% of the amount shall be with-held and. will be paid on settlement of the dispute.

(iv) Payment in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification.

30. (i) All goods must be sent freight paid through Railway or goods transport. If goods are sent freight to pay, the freight together with departmental charge 5% of freight will be recovered from the suppliers bill.

(ii) R. R. should be sent under registcred cover through bank only.

(iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire raliway freight will be borne by the Department.

(v) Remittance Charges on payment made shall be borne by the tenderer.

31. Insurance:-

(i) The goods will be delivered at the destination godown in perfect condition. The supplier, If he so desires. may be insured the valuable goods against loss by theft, destruction or damage, by fire flood, under exposure to s will be borne by the supplier and State will not be required to pay such charges, if incurred. whether or otherwise viz. (war, rebellion, riot etc.)the insurance charges will be borne by the supplier and State will not be required to pay such charges, if incurred.

(ii) The articles may also be got Insured at the cost of the purchaser, If so desired by the purchaser In such cases, the lnsurance should invariably be with Life Insurance Corporation of India or its subsidaries.

32. (i) The time specified for delivery in the tender forms shall be deemed to be lhe essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

(ii) Liquidated damages: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of,following percentages of value of stores which the tenderer has failed to supply :

(1) (a) Delay Up to one fourth period of the prescribed delivery period	2.5%
(b) Delay exceeding onc fourth but not exceeding half of the prescribed period.	5%
(C) Delay exceeding half but not exceeding three fortH of the prescribed period.	7.5%
(d) Delay exceeding above three forth of the prescribed period.	10%

(2)Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(3)The maximum amount of liquidated damages shall be 10%.

(4) If the supplier requires an extension of time in completion of contactual supply on account of occurrence of any hindrance, he shall apply in writing to tne authority which has placed the supply order; for the same Immediately on oceurrance of the hindrance but not after the stipulated date of completion of supply.

(5) Delivery Period may be extended with or without liquldated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tcnderers.

33. Recoveries:- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bilis. Amount may also be with-held to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the deparment In case recovery is not possible recovery will be taken under Rajasthan PDR Act or any other law in force.

34. Tenderers must make their own arrangements to obtain import licence, necessary.

35. If a tenderer Imposes conditlons which are in additon to or conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the purchase Officer.

36. The Purchase officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

37. The tenderer shall fumish the following documents at the time of execution of agreement

i Attested copy of partnership deed in case of partnership firms.

ii Registration Number and year of registration in case partnership firm is registered with registar of Firms.

iii Address of residence and office, telephone number in case of sole proprietorship.

iv Registration issued by the Registrar of Companies in case of company.

38. If any dispute, aries out of the contract with regard to the interpretation, meaniing and breach of the terms the contact, the matter shall be referred to by the Parties to head of the Department who will appoint his seniar most deputy as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

[Dr Anil Chouhan]

22/3/22

[Dr Rashmi]

39. All legal proceedings, if necessary arise to Institute may be any of the parties (Government or Contractor) shall have to be lodged in courts situated in Rajasthan and not eisewhere.

Conditions According to provisions of The Rajastan Transparency Public Procurement Act,2012 and Rules 2013

40. **Bid Security : -** (1) In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the state government of the estimated value of subject Matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% or the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procureme nt process shall be required to fumish the bid securnty as specified in the notice inviting bids.

(2) In lieu of bid security, a bid securing declaration shall be taken from Departments of the state Government and Undertakings, Corporations, Autonomous bodies, Registered Societis, cooperativ Societies which are owned or controlled or managed by the state Government and Goverment Undertakings of the Central Government .

(3) Bid security instrument or cash receipt of bid security of a bid securing declaration shall necessarily accompany the sealed bid.

(4) Bid security of a bidder lying with the procu ring enlity In respect of other bids awalting 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

(5) The bid security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee, 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.

(6) The bidding documents may stipulate that the issuer of the bid s¢curity 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. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be Issued by an issuer in India.

(7) 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 procurtng entity shall respond promptly to such a request.

(8) The bank guarantee presented as bid sccurity shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid seeurity on the groud that the Issuer or the confrimer, as the case may be, has become Insolvent or has otherwise ceased to be creditworthy.

(9) Thc bid security of unsuccessful bidders shall be refunded soon after final aceeptance of successful bid and singing of Agreement and submitting performance security.

(10) The bid security taken from a bidder shall be forfeited 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 goods or service or execute work as per supply/ work order within the time specified.

(d) when the bidder does not deposit the performnce security within specified period after the supply / work order is placed, and

(e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act -and Chapter VI of these rules.

(11) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

(12) The procuring entity shall promptiy return the bid security after the earliest of the following events. namely -

(a) The expiry of validity of bid security;

(b) The execution of agreement for procurement and performance security is furnished by the successful bidder,

(c) The cancellation of the procurement process, or

(d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

41. **Performance Security** :- (1) Performance security shall be solicited from all successful bidders except the depariment' s of the State Government and undertakings, corporation, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Govermment and undertakings of the Central Government However, a performance security declaration shall be taken from them. The State Government may relax the provision of perfomance security in particular procurement or any class of procurement.

(2) The amount of performance security shall be 5% or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work of order in case of procurement of works. In case of small scale Industries of Rajasthan it shall be 1 % of the amount of quantity ordered for supply of goods and In case of sick industries, other than small scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of thc amount of supply order.

(3) performance security shall be fumished in any one of the following forms:-

(a) deposit though eGRAS

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(b) Bank Draft or Banker 's Cheque of a scheduled bank,

(c) Natioilal Savings Certificates and any other script/instrument under.National Savings Schemes for promotion of small savings issued by a post. office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferrd in the name of procuring entity with the approval of Head Post Master.

(d) Bank guarantee's of a scheduled bank. It shall be got verified from the issuing bank. It shall be got verified from the issuing bank. other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;

(e) Fixed Deposit Receipt (FDR) of a scheduled bank it shall be in the name of Procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit receipt that the bidder furnishes an undertaking from the bank to make Payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit shall be forfeited along with interest eamed on such Fixed Deposit.

(4) Performance seurity fumished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all Contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

42. **Qualification** of bidders :- In addition to the provisions regarding qualification of bidders as set out in section 7 of the Act. -

(a) The procuring entity shall disqualify a bidder if it finds at any time that-

(i) The information submitted, concerning the qualifications of the bidders, was false or constituted a misrepresentation; or

(ii) The information submitted, concerning the qualifi cation of the bidder, was materlany Inaccurate or incomplete; and

(b) The procuring entity may require a bidder, who was re-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procurement entity shall disqualify any bidder that fails to demonstrate Its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

43. **Interference with procurement process :-** (1) Whoever -

a) interferes with or Influences any procurement process with the intention of securing any wrongful gain or undue advantage for any prospective bidder or bidder; or

b) interferes with the procurement process with the intention of causing any unfair disadvantage for any prospective bidder or bidder; or

c) engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition; or

d) intentionally influences any procuring entity or any officer or employee there of or will fully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process; or

e) e) engages a former officer or employee of a procuring entity as an employee, director, consultant. adviser or other wise, within a period of one Year after such former officer or employee was associated with a procurement in which the employer had an Interest; or

f) engages in any form of bid-rigging, collusive bidding or anticompetitive behaviour in the procurement process; or

g) Intentionally breaches confidentiality referred to in section 49 of the Act, for any undue gain shall be punished with imprisonment for a term which may extend to five years and shall be liable to fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

(2) 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 suceessful bidder;

d) fails to provide perfomance 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 documents 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.

44. **Vexatious appeals or complaints :-** Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under this Act, 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. whlchever is less.

45. **Offences by companies :-** (1) Where an offences under this Act has been committed by a company, every person who at 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.

(2) Notwithstanding anything contained in sub-section (1) 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 shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

Explanation :- For the purpose of this section -

(i) "company" means a body corporate and Includes a limited liabillity partnership, firm, registered society or co-operative society, trust or other association of Individuals; and

(ii) "Director" in relation to a limited liability partnership or firm, means a partner in the firm.

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46. **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.

47. **Debarment** from bidding. (1) A bidder shall be debarred. by the State Government t 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

2 A bidder debarred under sub-section (1) shall not be eligible to participate in a procurement procss of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

3 If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of section 11, it May debar the bidder for a period not exceeding three years.

4 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.

5 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.

48. **Eligibility of Bidder**, -(1) A bidder may be a natural person, private entity, government-owned, where Permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of joint Venture-

(c) All parties to the joint venture shall sign the bid and they shall be jointly and severally liable; and

(d) A Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the joint venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered joint venture company/firm or otherwise all the Parties to joint venture shall sign the Agreement

(2) A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 of these rules and the bidding documents. The procuring entity shall take appropriate actions against the bidder in accordance with section 11 of the Act, and chapter IV of the Act. if it detemines that a conflict of interest has flawed the integrity of any procurement process . All bidders found to have a confllct of Interest shall be disqualified.

(3) A bidder debarred under section 46 of Act, shall not be eligibie to participate in any procurement process Undertaken by -

(a) Any procuring entity, if debarred by such procuring entity.

(4) In case of procurement of goods, bidder must be a manufacturer, distributors or bona-fide dealer in the goods and it shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorization by the manufacture or country distributor in India, shall be enclosed.

49. **Time Frame for procurement process-**

A decision on acceptance or rejection of bids invited in a procurment process must be taken by the competent sanctioning authority within the period as given below, even if the period of validity may be more, from the date of opening of technical bids. where two envelope system is followed, otherwise from the date of opening of financial bids. If the decision is not taken within the given time period by the concerned sanctioning authority, reasons for not taking decision within the given time period shall be specifically recorded by the competent sanctioning authority while taking its decision.

Time Schedule for decision on the bids by the competent authority

S.No.	Authority competent to take decision	Time allowed for decision
1	2	3
1	Head of Office or Executive Engineer	Twenty days
2	Regional Officer or superitending Engineera	Thirty days
3	Head of the department or chief Engineer/ Additional Chief Engineer	Forty days
4	Administrative Department concerned/ Finance Committec/Board/ Empowered Committee/ Empowered Board, etc.	Fifty days

Note. (1) The period specified above shall be inclusive of time taken in communication of acceptance of bid

(2) If procuring entity is other than the departments of the state government or its attached or subordinate offices, the concerned administrative department shall specify the equivalent authority comptent to take decision of the bid.

(A) Compliance with the code of integrity

Any person participating in a procurement process shall:-

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

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

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

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(d) Not misuse any information shared between the procuring entity and the bidders with Intent to gain unfair advantage in the procurement process;
(e) Not Indulge in any coercion including or harning or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
(f) Not obstruct any investigation or audit of a procurement process.
(g) Disclose conflict of Interest if any; and
i. Disclose any previous transgression with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

B Complained with No Conflict of Interest- (1) A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities contractual obligations, or compliance with applicable Laws and regulations.

(2) The situations in which a procuring entity or its Personnel may be considered to be in conflict of interest includes, but to limited to, following :-

a) A conflict of Interest occurs when procuring entity's personner's private interests, such as outside professional or other relationships or personal financial assts, Interfere or appear to intrferewith the Proper performance of its professional functions or obligation as a procurement officials.
b) Within the procurement environment, a conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity service of the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
c) A conflict of interest also includes the use of procuring entiy's assets, including human, Financial and material assets, or the use of procuring entiy's office or knowldge gained from offical functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
d) A conflict of interest may also arise in situations where procuring entity's personnel seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favoure, to benefit from procuring entity's personnel's actions or decisions

(3) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

a) They have controlling partners in common;
b) They received or have received any direct or indirect subsidy from any of them;
c) They have the same legal representative for purpose of the bid;
d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
e) A bidder participates in more than one bid in the same bidding process. However; this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than on bid, or
f) A bidder or any of its affiliates participated as a consultan in the preparation of the design or technical specifications of the subject matter of procuement of the bidding prices. All bidders shall provide in Qualification Criteria and Biding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, Specifications and other documents for the subject matter of procurement or being proposed as project Manager for the contract.

50. Grievance Redresal during procurement process

The designation and address of the first appellate authority is Principal & Controller Sadar Patel Medical College Bikaner. The designation and address of the second appellate authority is Principal Secretary Medical Education Department Jaipur.

Filling an appeal

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of the act or the rules or the guidelines issued there under, he may file an appeal to first appellate authority, as specified in the bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, dearly giving the specific ground or grounds on which he feels aggrieved; Provided that after the daclaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procument proceedings; Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filled only by a bidder whose technical bid is found to be acceptable.
The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

(1) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2) or if the bidder or prospective bidder or the procuring entry is aggrieved by the order passed by the first appellate authority, the bidder or Prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.
(2) Appeal not to lie in certain cases No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-
(a) Determination of need of procurement
(b) Provisions limiting participation of bidders in the bid. process;

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(c) The decision of whether or not to enter into negotiation ;
(d) Cancelation of a procurement process
(e) Applicability of the provision of confidentiality

(3) Form of Appeal
(f) (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
(g) (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
(h) (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative

(4) Fee for filing Appeal
(a) Fee for first appeal shall be rupees two thousand, five hundred, and second appeal shall be rupees ten thousand, which shall be non-refundable.
(b) The fee shall be paid in the form of banked demand draft banker's cheque of a scheduled bank India payable in the name of appellate authority concerned.

(5) Procedure for disposal of appeal
(a) The first appellate or second appellate authority As the case may be upon Filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any to the respondents and fix date of hearing.
(b) On the date for hearing, the first appellate authority or second appellate authority, as the case may be, shall :-
a) Hear all the parties to appeal present beforee him, and
b) Peruse or inspect documents, relevant records, or copies there of relating to the matter.
C) After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the appellate authority concerned shall pass an order in writing and Provide the copy of order of the parties to appeal free of cost
D) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal

51 Correction of arithmetical errors

Provide that a financial bid is substantially responsive; the procuring entity will correct arithmetical errors during evaluation of financial bids on the following basis :-
(i) If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity. The unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious Misplacement of be decimal point in the unit Price. in which case the total prices as guoted shall Govern and the unit price shall be corrected:
(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtoals shall prevall and the total shall be corrected and
(iii) If there is a discrepancy between words and figures, the amount in words shall prevail; unless the amount expessed in words is related to on arithmetic error, in which case the amount in figures Shall prevall subject to (i) and (ii) above.
If the bidder that submitted the lowest evaluated bid does, not accept the correction of errors, its bid shall be disqualified and its bid security Shall be forfeited or its bid seccring declaration shall exeuted.

52. Procuring Entity's Right to vary Quantities

i. At the time of award of contract, the quantity of goods, works or service originally specified in the bidding document may be increased or decreased by a specified percentage, but such increase shall not exceed twenty percent, of the quantity specified in the bidding document it shall be without any change in the unit prices or other terms and condtions of the bid and the conditions of contact.
ii. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
iii. in case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order and delivery or Complition period may also be proportionately Increased. however, the additional quantity shall not be more than 50% of the value of good of the original contract if the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limlted bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

(2) Dividing quantities among more than one bidder at the time of award (in case of proeurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, When it is considered that the quantity ot the subject matter of procurement to be procured is very large and it not be in the capacity of the bidder, whose is accepted, to deliver the entire quantity bid or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidders in that order, in a fair /Transparent and equitable manner at the rates of the bidder; whos bid is accepted.

53. **Sale of Bidding documents :-** Bidding documents purchased by principal of any concern may be used by its authorised sole selling agents/marketing agents/distributors/sub-distributors and authorised dealers or vice versa.

54. **Fomat and signing of bids -**
(1) The bidder shall prepare one original set of the bidding docunents called Bid and clearly mark it as "ORIGINAL" and if asked, the bidder shall submit additional copies of the bid in such number as specified in the bidding documents and clearly mark them as "COPY". in the event of any discrepancy between the original bid and its copies, the contents of the original bid shall prevall. 49
(2) The original and all copies of the bid shall be typed or written in ink and its all the pages shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder, in token of acceptance of all thc

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terms and conditions of the bidding documents. This authorization shall consist of a written confirmation as specified in the bidding documents and shall be attached to the bid.

(3) Any corrections in the bid such as lnterlineations erasures or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

(4) Similar procedure for signing of bids shall be adopted for Technical and Financial bids, if two part bids have been invited.

55. **Sealing and marking of bids :-**

(1) Bidders may submit their bids by post or by hand but if so specified in the bidding documents, bidders shall submit their bids only electronically. Bidders submitting bids electronicalty shall follow the electronic bid submission procedure as specified on the State Public procurement Portal.

(2) Bids submitted by post or by hand shall enclose the original and each copy of the bid in separate sealed envelopes, duly marked envelopes as "ORIGINAL", and "COPY" The envelopes containing the original and the copies shall then be enclosed in one single envelope.

(3) The inner and outer envelopes shall :-

(a) bear the name and complete address along with telephone/ mobile number of bidder,

(b) bear complete address of the procuring entity with telephone number, if any

(c) bear the specific identification of the bidding process pursuant to Notice Inviting Bids and any additional identification marks as specified in the bidding documents, and

(d) bear a warning not to be opend before the time and date for bid opening. in accordance ith the Notice Invitng Bids.

(4) If all envelopes are not scaled and marked as required, the procuring entity shall assume no responsibility about its consequences.

(5) Simllar procedure for sealing and marking of bids shall be adopted for Technical and Financial bids, if two part bids have been invited.

56. **Withdrawal, substitution and modification of bids ·**

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

(a) submitted In accordance with the bidding doeuments, and in addition, the envelope shall be clearly marked as " Withdrawal, "Substitution," or ·Modiflcation", and

{b) received by the person authorised to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.

(2) Bids requested to be withdrawn shall be returned unopeoed to the bidders.

(3) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids

57. **Opening of Bids -**

(1) The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding documents in the presence of the bidders or their authorised representatives, who choose to be present.

(2) If electronic bidding Is adopted, specific electronic bid opening procedure as specified on the State Public Procurement Portal shall bc followed. The bidders may Witness the electronic bid opening procedure online.

(3) The bids shall be opened by the bids opening cominittee in the presenee of the bidders or their authorised representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.

(4) The bid opening 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 addresss. The. authority letters 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.

(5) First, envelopes marked as "WITHDRAWAL" shall be opened read out, and recorded and the envelope containing the corresponding bid shall not be opened but returned to the biddes. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal noticc is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding bid shall be opened. Next, envelopes marked as "SUBSTITUTION" shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substitued bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authoraisation to request the substitution notice contains a valid authoraisation to request the submission and is read out and recorded at bid opening. Envclopes marked as "MODIFICATION" shall be opened thereafter, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding bid. No bid shall be modified unless the corresponding modficaton notice contains a valid authorisation to request the modification notice contains a valid authorisation to request the modification and is read out and reeorded at bid opening. only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

(6) All other envelopes shall be opened one at a time and the following detais shall be read out and ecorded-

(a) the name of the bidder and whether there is a substitution or modification;

(b) the bid prices (per lot if applicable);

(c) the bid security, if required; and

(d) any other details as the committcc may consider appropriate.

After all the bids have been opened, they shall be initialed and date on the first page of the each bid by the members of the bids opening committee. All the pages of the price. schedule and letters Bill of Quantities

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attached shall be Initialed and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/corrections/additions/over-writings shall be initialed legibly to make it clear that Such alteration etc, were existing in the bid at the time of opening.

(7) No bid shall be rejected at be time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied With the proof of payment or instrument of the required price of bidding documents, processing fee or user charges and bid security.

(8) The bid opening committee shall prepare a record of the bid opening that shall include the name of the bidder and whether there is a withdrawal substitution, or modifieation, the bid price, per lot (If applicable) any discounrs and altemative offers (if they were permitted) any condltion put by bidder and the proof of the payment of price of bidding documents, processing fee or user charges and bid secunty. Thebidders or thier representatives, who are present, shall sing the record. The omission of a bidder's singature on th record. The members of the committee shall also sign the record With date.

(9) In case of two part bids, only outer envelopes and envelopes marked as "Technical Bid" shall be opened in the sequence of the serial numbe marked on them. The envelopes marked as"Financial Bid" shall be kpt intact and safe and shall be opened of only those bidders who qualify 1n the evolution of their Technical Bids on thc date and time to be intimated to those bidders.

(10) In case of two stage bidding the proposais received in response to invitation of Exprresson of interest or Request for Qualification in the first stage shall be opeoned as per the proccedure specified for the opening of Single part bid. The procedure for opening of second stage bids shall be similar to that for opening of Two part bids. In case Technical and Financial bids are invited in single envelope in second stage, the procedure for opening of the bids shall be as specified above.

58. **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 annual the bidding process and reject all bids at any time prfor to award of contract, without thereby Incurring any liability to the bidders. Reasons for doing so shall be recorbed in writing.

59. **Purchase Preference :-** 15% Purchase preference Will be given to the goods produced or manufactued by small scale industries of Rajasthan over goods produuced or manufactured by industries outside Rajasthan as per puchase of Stores (Preference to Industries of rajasthan) Rules, 1995 and appoved by Board. Purchcase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, togethe shall not exceed 25% (10%. for PSUs and 15% of SSI units.) However, these unity will be required to particpate in bidding process and match lowest pricc (L-1).

60. The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder uotes/reduces its price to render similar goods, works or services at a price lower than the r ate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall b automaticall reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procuremen under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. similarly if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other pdarallel rate contract holding firs and the original rate contract holding firm for corresponding reducton in their prices. If any rate contract holding firm does not agree to the reduced price further transaction with it, shall not be conducted.

61. **Late Bids :-** The person authorised to receive the bids shall not receive any bid that it submitted pesonally, after the time and date fixed for submission of bids. Any bid which arrivs by post after the deadline for submission of bids shall be declared and marked as "Late" and returned unopened to the bidder by registered post.

62. Bids received by telegram or given on form other than the prescribed form shall not be considered.

63. **Non-material Non-conformities in bids: -**

(1) The bid evaluation committee may waive any nonconformitles in the bid that do not constitute a material deviation, reservation or omission, the bid shall be deemed to be substantially responsive.

(2) The bid evaiuation committee may request the bidder to submit the necessary information or document like audited statement of accounts, GST Return of last Month, PAN, etc. within a reasonable perilod of time. Failur of the bidder to comply with the request may result in the rejection of its bid.

(3) The bid evaluation committee may rectify non-materia nonconformities or omissions on the basis of the information or documentation received from the bidder unber sub-rule (2)

64. **Correcticn of arithmetic errors in financial bids :-** The bid evaluation committee shall correct arithmetical errors in. substantially responsive bids, on the following basis, namely :-

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantilty, the unit price shall prevall and the total price shall be corrected, uniess in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govem and the unit Price shall be corrcted;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in worrds shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevall subject to clause (a) and (b) above.

65. **Breach of code of integrity by the bidder :-** Without prejudice to the provision of chapter IV of the Act, in caseb of breach of any provision of the code of integrity by a bidder or prospective bidder, as thc casc may bc, thc procuring entity may take appropriate action in accordance with the provisions of sub-section (3) of section11 and section 46.

(Dr Anil chouhan) 22/3/2022 (Dr Reshmi)

(B) SPECIAL TERMS & CONDITIONS

1 Notwithstanding anything contained herein above the undersigned reserves the right to alter or modify any of the above condition in any particular specific case for special reason in accordance with speclal circumstances/conditions of the case mutualy or otherwise in public interest of scrvice.

2 The bidder may be asked produce third party inspection report from NABL approved lab or ERTL or DGS&D or Govt. of India lab or Govt. of India approvea lab pertaining to specifcation and performance of each supplied machine with the consignment. all expenses. regarding third party inspection will be borne by the procuring departmen.

3 The rate must be quoted including all accessories required for installation of equipment.

4 The bidder will have well equipped service engineering branch at nearby place in India (preferably in Rajasthan) to provide service in the case of failure of the unit within 48 hours on receipt of the nformation Contact Details of service providing firm like :- Full Address, Emali ID,Hotline, service Portal Toll Free Number should be provided in bid documents.

5 (A) Scope of CAMC

1) Onsitè &Service Centre Labor for carrying out preventive maintenance and repairs.
2) All parts requite replacement shall be supplied to the Consignee under this agreement at no additional cost, during CAMC period.
3) Safety and software updates for features that were originally purchased and forming part of the Equipment during commencement of this agreement.
4) Routine Cleaning, lubrication, replacement of orings gaskets etc. for all mechanical instnuments.
5) Routine cleaning & calibration of electronic equipments.
6) Spare parts are included in the CAMC offer and will not be Charged extra.
7) Firms Offering Conditions :-

•	Response time	<48 Hours after first contact
•	Service hours	Mon-sat (10:00 Am - 5:00 pm)
•	Preventive Maintenance (PM) **	Any number
•	Parts for Preventive Maintenance	All, as per requirement
•	Up time	95% (346 Days)
•	Break down	All
•	Technical & Application support Session	As required
•	Demonstrations & Trainings	As & when requied

Note :** PM Includes Quality Assurance, Safety checks and calibration

(B) Exclusion of Service under this Agreement :-

(a) Damages caused by or arising out of or aggravated by fire caused by sources external to the Equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations, (whether war be declared or not), civll war, revolution, insurrection, munity, Labor unrest. lockout confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any pullic, municipal or local authority.

(b) Any work extenal to the Equipment covebed under this Agreement.

(a) This Agreement does not cover hardware upgrade of any kind.
(b) All consumabies as per Bid documents as per clause.
(c) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CAMC agreement period.
(d) Training for the Quoted equipment/machine. if required, will be provided by the firm without any additional charges.

(C)Limltations of Services underthis Agreement:-

(a) whenever a breakdown call is attended, then during such visit, preventive maintenance can also be carried out. Hence, such a visit may be treatea as a preventive maintenance visit also.

(b) If required and permitted, the transportation of equipment from purchase officer to service center of firm and back to Purchase Officer Site, is sole responsibility of the service providing firm company.

(c) The Consignee shall take proper care and diligence in using the equipment so as to ensure that the equipment is protected against damage resulting from accidents. neglcct or misuse, pests and insects, etc. The Consignee shall also maintain the optimum temperature and other environmental conditions to safeguard the equipment against damages as per the specifications given in the instruction manual.

6 The Guarantee/warranty Card (dully signed); Circuit Diagram.and Original Manual of the equipment will have to be provided along with the supply invaciably by the suppler.

7 The bidder will undertake the guarantee /warranty to after sales service at the rate quoted and avallabilfity of spare parts for the period of 8 years and service for 8 year along with availability of spare parts for the period of year and service for year along with avallability of spare parts inclusive of 3 years guarantee /warranty period. This undertaking should also be endorsed by Manufacturer (in case of Indian Firm) /Indian Agent (ln case of Foreign Manufacturer) in Annexure-1.

8 During the guarantee / warranty and CAMC period the fault will be attended within a period of 48 hours otherwise a penaity of 10% of CAMC per day Will have be paid. CAMC (Free service including supply and installation of spare parts as required) wll be implemented after specific order for it after expiry of guarantee and warranty period. CAMC payment will be made quarterly basis after completion of said quarter.

9 Aftec expiry of guarantee/warrantee period CAMC will be not effective suo motto but will be operativ after specific order of this office.

[Dr. Anil Chouhan] 22/3/2021
[Dr Rashmi]

10 Performance report of the equipments by the institution where it is already in use is to be attached with the Bid documents form. If It Is not practicabl the Bidder should mention name of institution with address and contact No. where equipments have been supplied.

11 The Bidders are supposed to arrange satisfactory installation, .successful demonstration of equipments and training to staff in the institution. The pre-requisite tor installation (if any required) then bidders should submit the detail of the same along.with Bjd Invariably.

12 The Bidder should submit the Technical spcifcation cum compliance statement (i.e. BID DATA SHEET) incorporating all Individual technical specification of offered item by mentionoing it in relation with attached catalogue. Incomplete technical bids will be not considercd. Complete latest literature along with the origlnal catalogue. Brochures, leaflet etc and technical data must be enclosed with the Bid to facllitate the technical expert in selection of items. The name & make of artcles which are offered should be rnentioned against each item of the catalogue. Mere indication of English/USA/Indian will not serve the purpose.

13 If Bidder fails to execute the supply order with in stipulated time period then the Purchase Officer shall be free to arrange the supply form another tenders on his risk and cost.

14 In case the items are free from custom duty the Bidder should mention the clause under which the items are free from custom duty. The Proof of this should be attached with bid documents.

15 In case rates are quoted in foreign currency, Bidder should quote CIF price (FOB + Transit Expenses like transportation and cartage extpenditure upto Hospital, packing & forwarding, loading, unioading, insurance, handling charges etc.) For imported items, Clearanc of the consignment from.

16 Customs will be borne by the Bidder. If any custom duties are paid for clearance of the consignment inttally it Shall be paid by Bidder and the same shall be rembursed after production of evidence at actual as per Government Rules. CIF price will be taken as FOR price excluding custom duty (if any). Bank charges for opening Letter of ctedit will be at beneficiary's Cost. Applicable rate of custorm duty (with exemption certificate) should be mentioned in financial bid.

17 In case of Imported items country of origin and currency should be same. In case of Imported items partial shipment will be permitted but Transshipment will not allowed.

18 The imported items in ready stock wilh the Indian agent could be quoted in Indian Currency provied the certificate produced by the India Agent to this effect that quoted rate by them does not include customs duty and is competitive.

19 In case any demurrage charges is paid to release the consignment from custom, it will be borne by Bidder.

20 In the case of supply of Imported Item the suppliers shall furnish a certificate along with the bill to effect that the firm has completed all the formalitles in connection with the import.

21 Delivery period for imported goods :- Within 90 days from the date of opening of letter of credit. The date of shipment will be taken as date of delivery for this purpose I.e. the goods should be put to shipment on 90 days from the date of opening of letter of Credit. Period of negotiaton will be two weeks.

22 The prices charged for the stores supplied under the contract by the Tenders shall in present exceed the lowest price at which the Tenders sells the stores of identical description to any person/organization including the purchase of any Department of the Central Govemment or any Department of State Government or any statutory undertaking of Central or Stat Government asthe case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed

23 If at any time during the said period the Bidder reduces the sale price of, such stores to any organization Including the purchases by any Dept. of Central Government any Department of State Government or any statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract he shan forthwith notify such reduction of sale or offer to sale to the Purchase officer The price payable under the contract for stores supplied after the date of coming into force of such reduction of sal or offer to sales shall stand correspondngly reduced.

The above stipulation will however not apply to:-

a) Export by the bidder.

b) Sales of goods as original equipments at prices lower than the prics for normal replacement.

c) Sale of goods such as drugs after expry dates.

d) Free replacement of spares articles/good will be provided only during the warranty period herein agreed to.

The bidder shall furnish the certificate regarding this with the bill for payment of supplies made against the rate contract mentioning that:- "I/We certify that there has been no reduction in sale price of the store of description identical to the store supplies to the Government under the contract herein and such store have not been offered / sold/by me/ us to any orgnaisation including the purchase or any department of state Government or any statutory undertaking of the Centre Govemment or State Government as the case may be up ot the date of bill/ date of completion of supplies against all supply orders placed during the currency of the contract of the contract at price lower than the price charged to the Govemment under the contract except for quantity of stores categories under sub-clause (a)(b)(c) and (d)".

(C) CRITERIA FOR QUALIFICATION & EVALUATION OF BIDS)

1. The Techno-commercial (Technical) Bid containing) the technilcal, quality & performance aspects, commercial Terms & Conditions will be opened and evaluated & than financial Bid of only those bids which have been found technically acceptable shall be opened & evaluated
2. After evaluation of Financial aspects Including the price the lowest financial bid will be accepted

24/03/25

[Dr. Anil chouhan]

22/3/25

[Dr. Rashmi]

I/We have read all the conditions of Tender & Special Terms & Conditions/ Criteria for Qualificaltion & Evaluation and agre to abide by the same (A+B+C). Singed & Stamped as a token of acceptance.

Signatur of Bidder with seal

Declarations by the Bidder regarding Qualifications

1 Declaration by the bidder under Sectlon 7 of Rajasthan Transparency In Public Procurement Act, 2012

In relation to my/our Bid submitted to Member Secretary RMRS, PBM Associated Group of

Hospitals,

Bikaner for procurements of ....in response to their Notice Inviting Bids No................................ Dated.................................... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act. 2012 that:

I. I/We possess the necessary professional, technical. financial and managerial resources and competence required by the Bidding Documet issued by the Procuring Entity.

II. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the state Government or any local authority as specified in Bidding Document.

III. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subjected of legal proceedings for any of the foregoing reasons;

IV. I/Wee do not have, and our directors and officers not have been convicted of any criminal offence related to my /our professional conduct or the making of false statement or misreprsentations as to my/our professional conduct or the Making of false statement or misrepresentations as to my/our qualifications to enter into aprocurement contract within a perod of three years prcding th commencemnt of this this procurement process; or not have been otherwise disqualified pursuant to debarment proceedings;

V. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competitions;

2. DECLARATION BY TENDERER(SR-11)

I/We e dedare that I am/we are bonafide/Manufacturers/whole Sellers/Sole Distributor/ Authorized dealers/Sole Selling/Marketing Agent in the goods/equipments for which I/We hav tendered.

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

(Please enclose certificate of Bonafide manufacturer /whole Seller/Sole Distributor/ Authorized dealer/ Dealer/Sole selling/Marketing Agent.)

3. DECLARATION BY TENDERER FOR GST DECLARATION.

I/We are registered for GST under certain provisions and Act. & that is also certify the goods on which GST has been charged have not exempted under the Act or the Rules made there under and the amount charged on account of GST is not more than what is payable under the current provision of the GST Act or the Rules made We will charge GST in the supply bill accordingly.

4. LESS PRICE CERTIFICATE

This is to certify that the rates of the Make & model of item Quoted in this Tender has been submitted has not being sold by us on lesser rates than that charged in this Financial Bid. The rates offered are reasonable & justified, and we are not marketing this item at lower rates to other department on conditions of tender. if is found so, the excess amount will be returned with due bank Interest.

Date:
Place:

Signature of bidder
Name
Deesignation:
Address:

24/03/25

[Dr. Anil chouhan]

22/3/25

[Dr. Rashmi]

OFFICE OF THE MEMBER SECRETARY

RAJASTHAN MEDICARE RELIEF SOCIETY, P.B.M. HOSPITAAL, BIKANER

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

Any person participating in a procurement process shall-

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

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

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

(d) Not misuse any information shared between the procuring Entry and the Bidders with an intent to gain unfair advantage in the procurement process;

(e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) Not obstruct any investigation or audit of a procurement process;

(g) Disclose conflict of interest, if any; and

(h) Disclose any previous transgression with any Entry in India or any other country during the last three years of any debarment by any other procuring entry.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a conflict of interest.

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

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

a. Have controlling partners/ shareholders in common; or

b. Receive or have received any direct or indirect subsidy from any of them; or

c. Have the same legal representative for purposes of the Bid; or

d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about influence on the Bid of another Bidder or influence the decision of the procuring Entry regarding the bidding process; or

e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. The Bidder of any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Service that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/ consultant for the contract.

[Dr Anil chouhan]

22/3/2025
[Dr. Rashmi]

24/03/25

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RAJASTHAN MEDICARE RELIEF SOCIETY, P.B.M. HOSPITAAL, BIKANER

Annexure B : Declaration by the bidder regarding Qualifications

Declation by the Bidder

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

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

Date:
Place

Signature of bidder
Name :
Designation:
Address:

[Dr. Anil chauhan]

22/3/25
[Dr Rashmi]

24-3-25

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Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is------------------------------------

The designation and address of the Second Appellate Authority is------------------------------------

(1) Filling appeal

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

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

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

(2) The officer to whom an appeal is field under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the data of the data of the appeal.

(3) If the officer designated under par (1) fails to dispose of the appeal filed with in the period specified in para (2, or if the Bidder or prospective bidder or the Procuring Entry is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entry, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

(a) Determination of need of procurement;
(b) Provisions limited participation of Bidders in the Bid process;
(c) The decision of whether or not to enter into negotiations;
(d) Cancellation of a procurement process;
(e) Applicability of the provision of confidential

[Dr Anil chouhan]

22/3/25

[Dr Rashmi]

(5) Form of Appeal

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

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

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

(6) Fee for filling appeal

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

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

(7) Procedure for disposal of appeal

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

(b) On the 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) pressure or inspect documents relevant records or copies thereof relating to the matter.

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

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

[Dr Anil chouhan]

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[Dr Rashmi]

OFFICE OF THE MEMBER SECRETARY RAJASTHAN MEDICARE RELIEF SOCIETY, P.B.M. HOSPITAAL, BIKANER

Annexure D: Additional condition of contact

1. **Correction of arithmetical errors**

Provided that a financial Bid is substantantially responsive, the Procuring Entity will correct arithmetical errors during evolution of financial Bids on hte following basis:

(i) If there is a discrepancy between the init price and the total price is obtained by multiplying the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring Entity there is on obvious misplacement of the decimal the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(ii) if there is an error in a total corresponding to the addition or suvvtraction of subtotals, the s Subtotals shall prevail and the total shall be corrected: and

(iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security shall be forfeited of its Bid securing declaration shall be executed.

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

I. At the time of award of contract, the quantity of goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase of decrease shall nor exceed twenty percent of the quantity specified in the Bidding Document. It shall be without any change in the unit price or jother terms and condition of Bid and the condition of contract.

II. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstance, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

III. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

[Dr. Anil chouhan]

27/3/2025 [Dr Rashmi]

OFFICE OF THE MEMBER SECRETARY
RAJASTHAN MEDICARE RELIEF SOCIETY, P.B.M. HOSPITAAL, BIKANER

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

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

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

1. particulars of appellant:
   (i) Name of the appellant
   (ii) Officials addressm, if any:
   (iii) Residential address:
2. Name and address of the respondent (S):
   (i)
   (ii)
   (iii)
3. number and date of the order appeated 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 Act. by which the appellant is aggrieved.
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative :
5. Number of affidavits and documents enclosed with the appeal :
6. Ground of appeal. ....
   (Supported by an affidavit) ....
7. Prayer : ....

Place ....
Date ....
Appellants Signature

(Dr Anil chouhan)

21/3/2021

(Dr Rashmi)