

राजस्थान सरकार

निदेशालय आयुर्वेद विभाग, राजस्थान अजमेर

क्रमांक-प.2/आयुष मिशन/रसा.जोधपुर/रा.वा.कार्य./2019-20/10341

दिनांक: 7.8.2020

बोली विज्ञप्ति वर्ष 2020-21

(विस्तृत बोली विवरण)

(रसायनशाला जोधपुर के लिये उपकरण क्रय करने हेतु)

राजस्थान के महामहिम राज्यपाल महोदय की ओर से रसायनशाला जोधपुर के उपयोगार्थ निम्न लिखित सामग्री की आपूर्ति हेतु अनुभवी/विख्यात निर्माता/आपूर्तिकर्ता/थोक विक्रेता/प्राधिकृत डीलर/राजकीय एवं केन्द्र सरकार के उपक्रम, निगम, स्वायत्तशासी संस्था, रजिस्टर्ड को-ऑपरेटिव समितियां, कम्पनियों से निम्न विवरणानुसार आईटम क्रय करने हेतु सील बंद लिफाफो में ऑफलाईन बोली आमंत्रित की जाती है :-

क्र. सं.	विवरण	अनुमानित राशि (लाखों में)	बोली प्रतिभूति राशि (रु. में)	बोली फॉर्म का शुल्क (रु.में)	फॉर्म प्राप्त करने की दिनांक व समय	फॉर्म जमा कराने की अंतिम दिनांक एवं समय	बोली खोलने की दिनांक व समय
1	रसायनशाला जोधपुर के लिये उपकरण क्रय करने हेतु ।	8.50	17000	500	07.08.2020 अपरान्ह 3.00 बजे से दिनांक 17.08.2020 दोपहर 12.00 बजे तक	17.08.2020 शाम 5.00 बजे तक	18.08.2020 अपरान्ह 3.00 बजे

**नोट :-**

- (1) बोली से सम्बन्धित समस्त विवरण **sppp portal** पर देखा जा सकता है एवं निविदा फॉर्म डाउनलोड कर निविदा शुल्क का चालान/डी.डी. तकनीकी बिड के साथ संलग्न करना है, अन्यथा निविदा पर विचार नहीं किया जावेगा। निविदा फॉर्म कार्यालय में निर्धारित शुल्क नकद/डी.डी./चालान देकर भी प्राप्त किया जा सकता है। बोली केवल ऑफलाईन ही स्वीकार की जावेगी।
- (2) बोली से संबंधित अन्य कोई भी जानकारी यदि वांछित हो तो किसी भी कार्यदिवस को कार्यालय समय में निदेशालय से प्राप्त की जा सकती है।
- (3) क्रय में **RTPP act 2012** एवं **rules 2013** तथा **GF&AR** व राज्य सरकार के आदेश/नोटिफिकेशन लागू होंगे।
- (4) तकनीकी बिड (लिफाफा-I) व वित्तीय बिड (लिफाफा-II) दोनों को पृथक-पृथक सील कर लिफाफों पर तकनीकी/वित्तीय बिड पृथक से अंकित कर दोनों एक ही लिफाफे में सीलकर प्रस्तुत किया जावे। फर्म द्वारा अपनी सील एवं मोबाईल नंबर मय ई-मेल आई. डी. स्पष्ट रूप से लिफाफों पर अंकित करें।

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अति.निदेशक (आयुर्वेद)

क्रमांक-प.2/आयुष मिशन/रसा.जोधपुर/रा.वा.कार्य./2019-20/

दिनांक:

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

1. अति. निदेशक, राजकीय आयुर्वेदिक रसायनशालाएँ, राजस्थान, अजमेर ।
2. समस्त अति. निदेशक आयुर्वेद विभाग अजमेर, उदयपुर, जोधपुर, भरतपुर, बीकानेर, कोटा, जयपुर ।
3. समस्त व्यवस्थापक आयुर्वेद रसायनशाला अजमेर, उदयपुर, जोधपुर, भरतपुर, केलवाडा (बारां) ।
4. मैसर्स.....
5. नोटिस बोर्ड निदेशालय आयुर्वेद विभाग अजमेर/जनसम्पर्क कार्यालय अजमेर
6. केशियर, निदेशालय आयुर्वेद विभाग अजमेर ।

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अति.निदेशक (आयुर्वेद)

**राजस्थान सरकार**  
**निदेशालय आयुर्वेद विभाग राजस्थान अजमेर**  
**बोली विज्ञापित वर्ष 2020-21 सम्बन्धित महत्वपूर्ण सूचनायें/नियम**  
**( रसायनशाला जोधपुर के लिये उपकरण कय करने हेतु )**

बोलियाँ प्रस्तुत करने की अन्तिम दिनांक **17-08-2020** को सायं 5.00 बजे तक होगी। बोली केवल ऑफ लाईन ही स्वीकार्य होगी।

- 1 बोली के 2 लिफाफे (1) तकनीकी बिड एवं (2) वित्तीय बिड के होंगे। जिन पर फर्म की सील एवं मोबाईल नंबर के साथ ही रसायनशाला उपकरण हेतु तकनीकी बोली व दूसरे पर वित्तीय बोली स्पष्ट अंकन होगा।
- 2 तकनीकी बिड दिनांक **18.08.2020** को दोपहर 3.00 बजे कार्यालय निदेशक, आयुर्वेद विभाग अजमेर में खोली जावेगी। यदि किसी कारण से समस्त बोलियाँ नहीं खोली जा सकी, तो आगामी कार्य दिवस में बोलियाँ खोली जाने का कार्य जारी रहेगा।
- 3 **तकनीकी बिड के प्रथम लिफाफे में निम्नलिखित आवश्यक दस्तावेजों की अनिवार्यतः पूर्ति करें एवं सम्बन्धित दस्तावेज प्रेषित करें:-**

(1) बोली घोषणा पत्र अनिवार्य रूप से प्रस्तुत करना होगा एवं साथ ही Rajasthan Transparency in Public Procurement Rules 2013 के अनुसार वित्त विभाग के परिपत्र संख्या 3/2013 के अनुसार Annexures 'ABCD' में भी घोषणा पत्र प्रस्तुत करना होगा।

(2) (1) (अ) बोली शुल्क, (ब) बोली प्रतिभूति राशि (@ 2 प्रतिशत) का मूल डिमाण्ड ड्राफ्ट/बैंकर्स चैक निदेशक आयुर्वेद विभाग अजमेर के नाम से देय (स) 100रु के नॉन ज्यूडिशियल स्टाम्प पर शपथ पत्र संलग्नक "अ" के अनुसार कार्यालय निदेशक, आयुर्वेद विभाग अजमेर को भौतिक रूप से दिनांक 17.08.2020 सायं 5.00 बजे तक प्राप्त हो जाने चाहिये अन्यथा इसके अभाव में तकनीकी बिड नहीं खोली जावेगी। यदि डाक देरी से प्राप्त होती है, तो इसके लिए विभाग की जिम्मेदारी नहीं होगी।

**अथवा**

(2) वित्त (जी एण्ड टी) विभाग के परिपत्र क्रमांक प.6 (5) वित्त/सा.वि.ले.नि./2018 जयपुर, दिनांक 27.04.2020 में वर्णित प्रक्रिया अनुसार ई-ग्रास पर एक ही चालान से बिडर द्वारा ई-ग्रास पर प्रोफाइल बनाने के बाद बोली दस्तावेज मूल्य, बिड सिक्यूरिटी हेतु फीस जमा करानी होगी।

(अ) बोली दस्तावेज मूल्य राजस्व मद 0075-00-800-52-01 में जमा करानी होगी।

(ब) बिड सिक्यूरिटी बजट मद 8443-103 (सिविल विभाग हेतु) में जमा करानी होगी।

(स) 100 रु के राजस्थान में जारी नॉन ज्यूडिशियल स्टाम्प पर शपथ पत्र संलग्नक "अ" के अनुसार कार्यालय निदेशक, आयुर्वेद विभाग अजमेर को चालान की प्रति सहित सभी दस्तावेज भौतिक रूप से दिनांक 17.08.20 सायं 5.00 बजे तक प्राप्त हो जाने चाहिये अन्यथा इसके अभाव में तकनीकी बिड नहीं खोली जावेगी। यदि डाक देरी से प्राप्त होती है, तो इसके लिए विभाग की जिम्मेदारी नहीं होगी।

(3) राजस्थान में पंजीकृत सूक्ष्म उद्योग, लघु उद्योग एवं मध्यम उद्योग इकाईयों को सक्षम स्तर से जारी पंजीकरण प्रमाण पत्र की प्रमाणित प्रति संलग्न करनी होगी। तत्पश्चात ही उन्हें एम.एस.एम.ई. हेतु आर.टी.पी.पी. नियम 2013 के नियम 33 के अन्तर्गत वित्त विभाग की अधिसूचना दिनांक 19.11.2015 के लाभ देय होंगे। निर्माण क्षमता प्रमाण पत्र की प्रति संलग्न करनी होगी तथा उक्त अधिसूचना की पालना करनी होगी।

(4) संबंधित कार्य करने हेतु संबंधित विभाग में पंजीयन आवश्यक है। पंजीकृत होने का प्रमाण पत्र की प्रमाणित प्रति संलग्न करनी होगी। पंजीकरण न्यूनतम 2 वर्ष से पूर्व का होना चाहिए।

(5) जी.एस.टी पंजीयन प्रमाण पत्र की प्रति संलग्न करनी होगी।

(6) बोली में बोलीदाता के अतिरिक्त अन्य किसी व्यक्ति द्वारा हस्ताक्षर किये गये हैं, तो हस्ताक्षरकर्ता के पक्ष में बोली जारी होने के पश्चात जारी विधिवत अधिकृति पत्र (Power of Attorney) संलग्न करनी होगी।

(7) पेन कार्ड की प्रमाणित प्रति संलग्न करनी होगी।

(8) "बोली प्रपत्र, नियम एवं शर्तों के प्रत्येक पृष्ठ को पूर्ण रूप से पढ लिया है एवं समझ लिया है। इस आशय की पुष्टि हेतु बोली प्रपत्र एवं शर्तों के प्रत्येक पृष्ठ पर हस्ताक्षर किये जावें।

(9) आपूर्ति की जाने वाली सामग्री के लिए यदि किसी प्रकार के लाइसेन्स यथा आयात लाइसेन्स, ड्रग लाइसेन्स, वाइल्ड लाइफ लाइसेन्स, विस्फोटक लाइसेन्स, पोइजन एक्ट के अन्तर्गत लाइसेन्स आवश्यक हो, तो उसकी प्रतिया एवं अन्य विधिक स्वीकृति की आवश्यकता हो, तो बोलीदाता को उक्त लाइसेन्स एवं स्वीकृति अपने स्तर से प्राप्त की जाकर दस्तावेज की प्रमाणित प्रति संलग्न करनी होगी।

(10) बोलियाँ सामग्री के अनुभवी/विख्यात आपूर्तिकर्ता/थोक विक्रेता/राजकीय एवं केन्द्र/द्वारा ही दी जायेगी। इस आशय का घोषणा पत्र एस.आर.11 में हस्ताक्षर कर प्रतिलिपि संलग्न करनी होगी। (Annexure - E)

- (11) बोलीदाता न्यूनतम विगत दो वर्षों से दी गई बोली से संबंधित मद में व्यापार करता हो इस आशय का घोषणा पत्र संलग्न करना होगा। (Annexure - E)
- (12) बोलीदाता को विगत 3 वर्षों के दौरान किसी राजकीय विभाग/संस्थान द्वारा ब्लैक लिस्ट/डी बार नहीं किये जाने बाबत घोषणा पत्र। (Annexure - E)
- (13) बोलीदाता द्वारा निर्माता कम्पनी द्वारा अधिकृत विक्रेता/ वितरक होने का प्रमाण पत्र (Annexure - F)
- (14) बोलीदाता मूल्य वसूल करने संबंधी प्रमाण पत्र (Price charging certificate)– (Annexure - G)
- (15) तकनीकी कार्मिको एवं पूर्व में आपूर्ति की गई मशीन/उपकरण की सूचना (Annexure - H)
- (16) (Annexure-H) के Part-C में वर्णित की गई मशीन/उपकरणों के संतोषप्रद कार्य करने संबंधी विवरण (Annexure - I)
- (17) **CMC** हेतु वर्षवार चार्ज की जाने वाली राशि का निर्धारित प्रपत्र में भरकर भौतिक दस्तावेज के साथ अलग से लिफाफे में बन्द कर भिजवाया जाना है। इस लिफाफे को वित्तीय बिड के साथ पृथक से खोला जायेगा।
- 4. वित्तीय बिड:**– वित्तीय बिड (बोली दर) के द्वितीय लिफाफे में बोली दरें, निर्धारित प्रारूप में प्रत्येक आईटम के सामने शुद्ध मांग अंकित है, जिसमें दर प्रति किलोग्राम/प्रति नग/प्रति दर्जन के लिए निर्धारित प्रारूप में दर अंकित की जानी है। उपरोक्तानुसार तकनीकी एवं वित्तीय बिड के अलग-अलग लिफाफे हैं, जिन पर स्पष्ट रूप से फर्म का नाम व पता, दूरभाष नम्बर एवं ई-मेल आई डी. जिस भाग के लिए बोली दी गई है, उसका नाम अंकित करें।
5. बोलीदाता बोली में अंकित सामग्री स्पेसिफिकेशन परिशिष्ट-1 में उल्लेखित मात्रा के अनुसार सम्पूर्ण आपूर्ति करने हेतु बाध्य रहेगा।
- 6.(I) आपूर्तिकर्ता द्वारा निर्धारित अवधि में आपूर्ति की गई सामग्री यदि स्पेसिफिकेशन अनुरूप नहीं पाई जाती है, तो अस्वीकृत सामग्री को लिखित में सूचित करने की दिनांक (पत्र जारी दिनांक) से सात दिवस में आपूर्तिकर्ता फर्म के द्वारा बदल कर देना होगा।
- (II) यदि फिर भी सामग्री स्पेसिफिकेशन के अनुसार उपलब्ध नहीं कराई जाती है, तो यह मानते हुए कि सामग्री की आपूर्ति करने में आपूर्तिकर्ता असफल रहा है और सामग्री की आपूर्ति अस्वीकार मानी जावेगी तथा संवेदक के विरुद्ध आर.टी.पी.पी. के नियमानुसार कार्यवाही की जा सकेंगी।
7. अस्वीकृत होने की स्थिति में आपूर्तिकर्ता को समस्त सामग्री स्वयं के हर्जे खर्चे पर हटानी होगी।
8. वित्तीय बिड केवल वित्तीय बिड प्रपत्र में अंको व शब्दों में ही भरें तथा सामग्री की कीमत व जी.एस.टी. पृथक-पृथक दर्शावें, तथा कटिंग/ ओवर कटिंग पर लघुहस्ताक्षर करें। वित्तीय बिड के साथ सामग्री की निर्माता कम्पनी की मूल्य सूची भी प्रस्तुत करे। बोलीदाता को बोली दर (वित्तीय बिड) भरने से पूर्व यह पूर्ण रूप से सुनिश्चित कर लेना चाहिए कि जिस सामग्री के लिए वह दरें देना चाहता है, उस सामग्री की फर्म आपूर्ति करने में सक्षम है।
9. वित्त विभाग द्वारा समय समय पर जारी आदेश , राज. लोक उपापन में पारदर्शिता नियम 2013 व अधिनियम 2012 के प्रावधान पूर्णतः लागू होंगे।
10. बोलीदाता द्वारा कोई भी मिथ्या जानकारी दिये जाने पर विभाग नियमानुसार विधिक कार्यवाही करने हेतु स्वतंत्र होगा।
11. बोली की समस्त प्रक्रिया ऑफलाईन होगी।
- 12 ई-मेल से दी गई / प्राप्त की गई सूचना भी मान्य होगी।
13. वित्तीय बोली खोले जाने की सूचना तकनीकी बोली में सफल बोलीदाताओं को ई-मेल के माध्यम से दी जावेगी।
14. निविदत्त दरों की वैधता बोली खोले जाने की दिनांक से 90 दिवस तक अनुमोदन हेतु मान्य होंगी।

15. उपरोक्त दोनों राशि के डी.डी./चालान एवं शपथ पत्र 100 रु के राजस्थान में जारी नॉन ज्युडिशियल स्टाम्प पर (नोटरी द्वारा प्रमाणित) निदेशालय आयुर्वेद विभाग अजमेर कार्यालय में भौतिक रूप से निर्धारित दिनांक एवं समय तक भिजवाया जाना आवश्यक है। अन्यथा इसके अभाव में बिड नहीं खोली जावेंगी।

16. बोली एवं बोली के किसी भाग को बिना कारण बताये निरस्त करने का अधिकार विभाग/ सक्षम अधिकारी के पास सुरक्षित/आरक्षित होगा।

17. बोली प्रपत्र के परिशिष्ट 1 में अंकित सामग्री की मात्रा 50 प्रतिशत तक बढ़ाई अथवा विभागीय आवश्यकतानुसार किसी भी सीमा तक घटाई जा सकती है। ऐसी स्थिति में दरों की गणना आनुपातिक रूप से की जावेंगी।

18. उक्त वर्णित विधि एवं शर्तों की पालना के अभाव में बोली को स्वीकार करने या न करने का अधिकार विभाग को होगा।

19 . बोली हेतु बोलीदाता हेतु निर्देश एवं नियम :-

(i) तकनीकी बिड (लिफाफा-1) व वित्तीय बिड (लिफाफा-11) दोनों को पृथक पृथक सील कर लिफाफों पर तकनीकी/वित्तीय बिड पृथक से अंकित कर दोनों एक ही लिफाफे में सीलकर प्रस्तुत किया जावे।

(ii) बोलियाँ निर्धारित दिनांक एवं समय पर खोली जावेंगी।

(iii) बोली प्रपत्रों को जमा कराने से पूर्व, बोलीदाता यह सुनिश्चित कर लेंगे कि बोली प्रपत्रों से सम्बन्धित सभी आवश्यक दस्तावेजों की स्व: हस्ताक्षरित कॉपीज बोली प्रपत्रों के साथ संलग्न कर दी गई है। बोली निर्धारित अवधि तक जमा कराने में किसी कारण से विलम्ब हो जाता है, तो इसके लिए विभाग जिम्मेदार नहीं होगा।

(iv) बोली प्रपत्रों के अनुसार चाहे गये आवश्यक दस्तावेज एवं सूचियों को चाहे अनुसार पूर्ति कर प्रस्तुत करेंगे।

(v) समस्त आवेदन निर्धारित प्रपत्र में स्याही से ही भरें अथवा टाइप करें।

बोलीदाता के हस्ताक्षर  
मय सील

अति. निदेशक, (आयु.)  
निदेशालय आयुर्वेद विभाग अजमेर।

पूरा नाम पता :-

अधिकृत प्रतिनिधी/स्वयं प्रोप्राईटर (जो लागू नहीं हो काट दे)

निदेशालय आयुर्वेद विभाग राजस्थान अजमेर

तकनीकी बोली घोषणा पत्र

बोली विज्ञप्ति वर्ष 2020-21

( रसायनशाला जोधपुर के लिये उपकरण कय करने हेतु )

विषय:- बोली विज्ञप्ति वर्ष 2020-21 ( रसायनशाला जोधपुर के लिये उपकरण कय करने हेतु )

1. प्रसंग-विज्ञापन संख्या ----- दिनांक -----
2. बोलीदाता की फर्म का पूरा नाम व पता.....  
.....
3. फोन नं./मोबाईल नं. व ई-मेल आई डी.....  
.....
4. बोली सम्बोधित है :- निदेशक आयुर्वेद विभाग,सावित्री चौराहा , अजमेर । टेलिफोन नं0 एवं फेक्स नं0 0145-2425047 / 2623943 ।
5. बोली शुल्क राशि रु. 500/- चालान/डी.डी./ई-चालान GRN.....  
भुगतान विवरण- बैंक का नाम.....बैंक CIN नंबर .....  
दिनांक ..... ,डी.डी.नंबर.....दिनांक .....बैंक का नाम .....  
एवं बोली प्रतिभूति राशि रु. 17000/- चालान/डी.डी./ई-चालान GRN..... भुगतान विवरण-  
बैंक का नाम.....बैंक CINनंबर .....दिनांक .....  
डी.डी.नंबर.....दिनांक .....बैंक का नाम ..... की प्रति संलग्न है ।
6. मैं/हम .....निदेशक आयुर्वेद विभाग द्वारा जारी की गई बोली सूचना क्रमांक-प.2/आयुष मिशन/रसा. जोधपुर/2019-20/ दिनांक में वर्णित सभी शर्तों से तथा संलग्न शीट में दी गई उक्त बोली सूचना के अतिरिक्त बोली प्रपत्र में अंकित सभी नियम व शर्तों को स्वीकार करने व जारी किये गये संशोधित शर्तों से बाध्य होना स्वीकार करते हैं। (इनके सभी पृष्ठों पर उनमें उल्लेखित शर्तों को हमारे द्वारा स्वीकार किये जाने के प्रमाण में हमने हस्ताक्षर कर दिये हैं)
7. आपूर्ति की जाने वाली सामग्री का विवरण बोली प्रपत्र के साथ संलग्न परिशिष्ट-1 में है, उनकी मात्रा को भलीभांति देख लिया है, कुल सामग्री आपूर्ति को ध्यान में लेने के बाद वित्तीय दरें ऑफलाईन अंकित की गई है ।
8. फर्म द्वारा आदेश प्राप्त करने की दिनांक से बोली नियम, शर्तों एवं आदेशों के अनुसार निर्धारित अवधि के भीतर माल की सुपुर्दगी कर दी जावेगी ।
9. अनुमोदित दरें, अनुबन्ध की दिनांक से एक वर्ष तक के लिए विधिमाम्य है। इस अवधि को पारस्परिक सहमति के आधार पर बढ़ाया जा सकेगा ।
10. बोली शर्तों पर हस्ताक्षर किये जाकर, अन्य वांछित आवश्यक लाईसेंस व दस्तावेज की प्रमाणित प्रति संलग्न की गई है ।
11. (1) फर्म की चल/अचल सम्पत्ति तथा भागीदारों आदि का पूर्ण विवरण:-
  1. फर्म कभी भी केन्द्रीय/राज्य सरकार/अन्य संस्थान द्वारा काली सूची में नहीं रखी गई है। (यदि हो तो पूर्ण विवरण अंकित करें) ।
  2. फर्म की निम्न चल सम्पत्ति है,

क्र.सं. बैंक खाते का विवरण बैंक का नाम IFSC खाते में जमा राशि  
व खाता संख्या व शाखा स्थान code  
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(II) अन्य चल सम्पत्ति:-

(3) फर्म की निम्न अचल सम्पत्ति है

क्र.सं.	अचल सम्पत्ति का पूर्ण विवरण	सम्पत्ति कहाँ स्थित है	सम्पत्ति का अनुमानित बाजार मूल्य
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(4) फर्म के निम्न भागीदार हैं :-

क्र.सं.	नाम	विवरण	पता	फोन नम्बर
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(5) फर्म प्राइवेट/प्राइवेट लिमिटेड/पब्लिक लिमिटेड या संस्था है ।

(6) फर्म के मालिक/निदेशक/सचिव/प्रबन्धक आदि का विवरण:-

क्र.सं.	नाम व पद	पता	फोन नम्बर
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12. जी.एस.टी.....

13. पेन कार्ड की प्रति.....

14. मैं/हम घोषणा करते हैं कि मैंने/हमने जिन वस्तुओं/भण्डार/उपकरण हेतु बोली दी है उनके मान्य निर्माता/थोक विक्रेता/एकल वितरक/अधिकृत विक्रेता/विक्रेता/एकल विक्रेता/मार्केटिंग प्रतिनिधि है। (जो लागू हो उसे चिन्हित करें)

अगर यह घोषणा असत्य पायी जाती है तो बिना किसी न्यायिक कार्यवाही के एवं अन्य कोई कार्यवाही किये बिना मेरी/हमारी पूर्ण बोली/ सुरक्षा राशि जब्त की जावे एवं बोली जो स्वीकृत की गई, रद्द की जावे। साथ ही विभाग विधिक कार्यवाही हेतु स्वतंत्र होगा।

बोलीदाता के हस्ताक्षर  
मय सील

पूरा नाम पता :-

अधिकृत प्रतिनिधी/स्वयं प्रोप्राईटर (जो लागू नहीं हो काट दे)

## Check list for equipment &amp; instruments to be filled compulsory by bidders

Name of Equipment/Instruments : \_\_\_\_\_

Quantity : \_\_\_\_\_

Make/Model : \_\_\_\_\_

S. No.	Description	Yes	No	If Yes Page No.
1.	Bid Fee Deposited			
2.	Bid Processing Fee Deposited (Only for E-Bid)			
3.	Bid Security Deposited			
4.	Bid Document and Terms & Conditions duly signed			
5.	Annexure - A,B,C,D of Bid Document Duly Signed			
6.	Annexure E (Declaration by bidders)			
7.	<b>Annexure F</b> - Undertaking By Principal Manufacturer for Authorizing Bidder (in prescribed format)			
8.	Annexure G - Price Charging Certificate			
9.	Annexure – H Technical staff information & information of previously supplied machine (As per condition 16 of bid document)			
10.	Annexure –I – Performance report/working report of pre supplied machine (as per condition 16 of bids).			
11.	Annexure –J -Agreement Format			
12.	Annexure –K – CMC Agreement Format			
13.	Format for Technical Compliance Sheet			
14.	Format for Financial Compliance Sheet			
15.	GST Registration Certificate			
16.	Duly attested Photocopy of Bidder's PAN Card			
17.	Brochures, Literatures, Certificates as demanded in Technical Specifications Sheet			
18.	1. Attested copy of partnership deed in case of partnership firm. 2. Registration number and year of registration in case partnership firm is registered with registrar of firm. 3. Address of residence and office telephone numbers in case of sole proprietorship. 4. Registration issued by Registrar of companies in case of company.			
19.	As per condition 35 of bid, firm must give separate list of consumable/spare which are not covered under CMC period (as per condition 35 of bid document) otherwise all consumable/spare will be include in CMC.			
20.	Other Points : (CMC charges envelope)			

**Signature of Bidder  
With Seal**

## **CONDITION OF BID AND CONTRACT FOR OPEN COMPETITIVE BIDDING**

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

1. Technical Bid and Financial Bid should be submitted in separate folders/envelope. First Technical Bid will be opened, if found technically suitable than only financial bid will be opened. Technical bid should contain complete specification & care be taken to write specifically **Yes or No** against each point of specification with deviation, if any. Detailed original catalogue and literature may also be enclosed with the bid. Bids may not be considered if Technical/Financial details are mentioned anywhere else or in different separate sheets. List of users, performance report and Bid Security (EMD) must be submitted with the Technical Bid.
2. **GST registration:** - No Bidders who is not registered under the GST act prevalent in the State where his business is located shall not bid. The GST registration number and date should be quoted. All GST Act/Rule provision will be applicable for this procurement (Present & forthcoming Provision of GST Act/Rule).
3. **Bids by bonafide dealers:-** Bids shall be given only by bonafide dealers in the goods. They shall therefore furnish a declaration in the Sr. form 11 (Annexure –E).
4. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid.
5. Rates shall be written both in words and figures. In case of any difference of rates exists in figures & words the lower rate shall be taken as valid, in government interest. The rates should mention element of the GST separately.
6. (i) Any change in the constitutions of the firm etc. shall be notified forth with by the contractor in writing to the Purchase Officer & such changes 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 abide by all its terms and conditions & deposit with the Purchase Office a written agreement to this effect the contractors receipt for acknowledgment 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.
7. (i) All rates quoted must be F.O.R. Ayurved Pharmacy jodhpur store & should include all incidental charges, local taxes, State entry tax, etc. if any except GST tax which should be shown separately. Octroi, if chargeable shall be payable by the bidder presently Octroi, is not levied in State of Rajasthan. In any case the delivery of the goods shall be given at the premises of procuring entity /as directed by the procuring entity Director Ayurved department, Ajmer and all expenditure including transportation, insurance etc. to be incurred upto this point shall be borne by the bidder. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished alongwith the supply order  
(ii) Installation operational & service manual shall be provided with the equipment.
8. **Comparison of Rates:-** Price comparison will be as per govt. rules.
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 of Rajasthan as per purchase rules of stores (Preference to industries of Rajasthan) Rules 1995 & as per FD order F1(8)FD/GF&AR/2011 Date 19.11.15 & further amended order by Finance Department.
10. **Validity:-** Bid shall be valid upto **90 days** Validity may be extended with mutual consent on appropriate ground.
11. (a) The list of equipment, their quantity & specification are given in Annexure -1.  
(b) The Bidder/Supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings etc. of the goods to be supplies. If he has any doubts as to the meaning of any portion of these conditions or of the specification drawings etc. he shall before submitting the bid refer the same to the Purchase Officer and get clarifications and after wards he shall not be entitled to raise any dispute.
12. The contractor shall not assign or sub let his contract or any substantial part thereof to any other agency. In case the bidder supplies for performance of the contract including comprehensive maintenance contract, even if the said foreign Principal subsequently changes the Indian agent. However the department at its discretion may allow the substitution of such agency only if the original bidder



provides counter guarantee and agrees for primary responsibility if the substituted Indian agent fails to perform to the satisfaction of the department.

Note : Any bidder participating in the procurement process shall :

- a. possess the necessary professional, technical, financial and managerial resources and competence required by the bidding documents, per qualification documents or bidder registration documents, as the case may be, issued by the procuring entity;
  - b. have fulfilled his obligation to pay such of the taxes payable to the central government or the State Government or any local authority as may be specified in the bidding documents, pre-qualification documents or bidder registration documents;
  - c. not be insolvent, in receivership bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceeding for any of the foregoing reasons;
  - d. not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
  - e. Not have a conflict of interest as may be prescribed and specified in the pre-qualification documents, bidder registration documents, which materially affects fair competition.  
Following any condition is in contradiction with those specified in technical specification, Conditions specified in technical specifications superseed.
13. The following documents should be attached along with bid. The firm should upload the bids in two parts as follows (where necessary)
- a) **Technical Bid:-** This should be uploaded giving full technical details bringing out clearly the deviations in specifications if any from those mentioned in the technical specifications of machine/equipment. The technical bid be supported by detailed technical information about the equipment including a copy of the operating technical manual as well as service manual. Complete Literature along with the Catalogue must be enclosed with the bid to facilitate the technical expert in selection of items. All annexure and relevant document mentioned in bid document will be part of Technical Bid.
  - b) **Financial Bid:** - This should be in BOQ/Financial Bid.
  - c) A certificate from the manufacturer/ Principal that the Indian company is sole selling agent for the parent company in this country. Further the parent company should specifically state that it will be responsible for ensuring the upkeep of the equipment in this Institution through their local agent and undertakes to notify all changes in Indian agents and takes all responsibility on Indian behalf. **(Annexure-F)**
  - d) A certificate to the effect that the Indian agent will have to send an engineer as and when required, who is fully trained and to maintain continuous service essential spare parts to ensure prompt maintenance of the equipment.
14. The repairs shall only be done at the premises of Ayurved Pharmacy jodhpur and in extreme cases when repair cannot be done in above premises the equipment may be taken out for repair by the authorized representative of bidder at his own risk & cost after obtaining due permission from Incharge Officer.
15. The bidder should declare that the goods/stores/articles supplied to the buyer shall be of the best quality & workmanship & shall be strictly in accordance with the specifications and particulars contained/mentioned in the clause there of and the bidder hereby guarantees that the said goods/stores/articles confirm to the description and quality aforesaid. The purchase officer will be entitled to reject the said goods/stores/articles or such portion thereof as may discover not to confirm to the said description and quality.
16. The bidder should state categorically whether they have trained technical staff for installation/commissioning of the equipment and efficient after sales service. Bidder should clearly indicate the strength of their technical staff and documentary evidence where ever possible in support of list detailing and place in India where the same equipment has been installed by the company and certificate of its satisfactory working/ performance from the user. **(Annexure-H)**. If it is not possible due to any valid reason the bidder should enclosed a list of institution where the quoted modal have been supplied.

17. The bidder in whose favour order has been awarded has to submit pre-installation requisites immediately after receiving the L.O.I. and can inspect the site and should provide necessary details including civil and masonry works / re-enforcement of the floor/walls, electrical and other requirements etc. Details of pre-installation requisites if any should compulsorily be mentioned in the Technical bid. The Technical compliance bid should compulsorily be in attached sheet, Otherwise it shall be assumed that bidder is not able to offer technically desired product. Information provided elsewhere or in different form will not be considered.
18. A Price charging Certificate should be furnished to the effect that the rates offered are reasonable and justified and are not marketing lower rates to other department on conditions of the bid and contract (**Annexure-G**).
19. The bidder should submit the terms of service contract for maintenance and repair of the equipment to keep it constantly in working order after the period of warranty/ guarantee period. If he fails to execute the CMC immediately after completion of guarantee/ warrantee period his Performance Security (S.D.) amount may be forfeited and necessary action against the contractor may be initiated.
20. (A) In case of Machinery / Equipment/ Instruments mentioned in Annexure-1 the bidder shall be compulsorily required to offer comprehensive maintenance contract with parts for Five years after expiry of guarantee/ warrantee period or as per technical specification. The scope of CMC shall include all preventive and routine on site periodic maintenance and as per CMC agreement. Firm shall be required to maintain the equipment / machine in working order for at least 95% days of a year. If the down time exceeds this limit, due to in action / fault of the contractor he shall be responsible to pay a penalty for each machine per day as decided by the purchase Committee for the time exceeding the permissible down time 5% to be calculated on annual basis. The bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment. In case of change of model he will give sufficient notice to the Purchase Officer. The comprehensive maintenance contract shall be subject to terms and conditions of bids. The payment for comprehensive maintenance contract shall not be given in advance and payment shall be made on quarterly basis. The payment for first quarter bill CMC will be made after satisfactory execution of CMC for full three months. Thereafter, quarterly payments will be made after satisfactory execution of CMC for next 3 months. The pending quarterly amount will remain with Addl. Director Pharmacies as security for satisfactory execution of CMC. If he fails to execute CMC as per agreed terms and conditions his pending amount will be forfeited. The decision of the Purchase Officer in the matter would be final. No NMIC, CDEC, Custom duty, entry tax etc. will be given on spare parts during CMC and Warranty/ Guarantee period. CMC will include all applicable taxes and duties (service tax/ works contract tax etc.)
- (B) The amount of CMC charges will not be more than 4% of the cost of equipment (excluding GST) for first year of CMC with 5% increase on previous year amount in subsequent years .which will be given seperately at the time of submission of financial bid.
21. **Specifications:-1.** All articles (A) & (B) supplied shall strictly conform to the specification, trademark laid down in the bid form (Annexure -1) and where-ever articles have been required according to ISI/ISO specifications those articles should conform strictly to those specifications and should bear such mark. **2.** Dust cover and other accessories required for cleaning / general maintenance will be provided with instrument / equipments. **3.Warrantee/ Guarantee clause:-** The bidder would give Guarantee/ Warrantee that the goods/ stores/ articles would continue to conform to the description and quality as specified for a period of **Three years** from the satisfactory installation or the date of delivery of the said good/stores/articles whichever is later to be purchased and that not with standing the fact that the purchaser may have inspected and or approved the said goods/ stores/ articles be discovered not to conform to the description and quality aforesaid 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 confirm to the said description and quality on such rejection the goods/ stores/ articles will be at the seller's risk and all the provisions relating to rejection of goods etc. shall apply. The bidder shall if so called upon to do replace the goods etc or such portion thereof as in rejection by the Purchase Officer, otherwise the bidder shall pay such damage as may arise by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of Purchase Officer in that behalf under this contract or otherwise. In non compliance of above instruction, SMD may be partly or full be forfeited.
- 4.**In case of machinery and equipment also Guarantee/Warranty Comprehensive will be given as mentioned in clause 3 above and the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as machinery and equipments remain operative. The bidder shall also replace machinery and equipment in case it is

found defective which can not be put to operation due to manufacturing defect etc.

5. The Bidders shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their comprehensive maintenance and repairs rate contract or otherwise. The Bidder shall undertake the above guarantee and this undertaking should be enclosed by manufacturer (In case of Indian Manufacturer)/Indian Agent (in case of foreign Manufacturer). In case of change of model he will give sufficient notice to the Procuring Entity who may like to purchase spare-parts from them to maintain the machinery and equipments in perfect condition.
6. Service engineer of approved firm shall record his visit note with signature in visit diary maintain in office of machine user during his quarterly compulsory service visit in warranty/guarantee period. Otherwise appropriate action will taken and penalty 1% of SMD (for every visit) may be forfeited.

## **22. INSPECTION: -**

(A.) The bidder shall furnish complete address of the premises of his office, godown 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 dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

(B.) The purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplies premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipments/ machineries during manufacturing process of afterwards as may be decided.

## **23. Rejection**

- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Purchase Officer.
- (ii) In however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Procuring Entity after giving an opportunity to the bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

24. The rejected articles shall be removed by the bidder 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 bidder risk and on his account.
25. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport of 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 leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the materials by the consignee. No extra cost on such account shall be admissible.

The contract for supply can be repudiated at any time by the Purchase Officer if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.

26. Direct or indirect canvassing on the part of the bidder or his representative will be treated as disqualifications.

**27. DELIVERY PERIOD:-** The bidder whose supply is accepted shall arrange supplies within a period of ..... days (as per NIB) from the date of order. Delivery Period can be reduced in government interest. In case of imported goods delivery period can be increased after written request from bidders & final decision will be taken by Procuring Entity, which shall be abide by bidders.

**28. Extent of Quantity - Repeat Orders:** If the orders are placed in excess of the quantities shown in Bid notice; The Bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the Bid provided that the repeat orders are upto 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the Bidders fails to do so the Procuring Entity shall be free to arrange for the balance supply by limited Bid or otherwise and the extra cost incurred shall be recoverable from the Bidder. Repeat orders will be as per RTPP Rule 73.

**29. Dividing Quantities among more than one bidder at the time of award as per RTPP Rule 74.**

**30. BID SECURITY {EARNEST MONEY (E.M.D.)}**

a) Bid shall be accompanied by Bid Security (Earnest money) as per bid notification without which bids will not be considered. The amount should be deposited in either of the following forms in favour of Director Ayurved Department, Ajmer

1. Bank Drafts/ banker cheque of the schedule bank payable at Ajmer.

2. Deposit through e-grass.(in the head mentioned previously at page no-2)

b) **Refund of Bid Security (Earnest money):** The Bid Security (Earnest money) of unsuccessful bidder shall be refunded after acceptance of bid, contract signed and performance guarantee deposited by the successful bidder.

c) **Partial exemption from Bid Security (Earnest money):** As per rule 42(2) of RTPP rule 2013

d) The central Govt. and Govt. of Rajasthan undertaking need not furnish any amount of Bid Security (Earnest money). But in lieu of bid security, a securing declaration shall be given by Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government Undertakings of the Central Government.

e) The Bid Security (Earnest money) / Performance Security (security deposit) lying with the department/ office in respect of other bid awaiting approval or rejected or on account of contracts being completed will not be adjusted towards Bid Security (Earnest money)/ Performance Security (security money) for the fresh bid. The Bid Security (Earnest money) may however be taken into consideration in case bids are re-invited.

**31. Forfeiture of Bid Security (Earnest money):** - The Bid Security (Earnest money) will be forfeited in the following cases:-

(i) When bidder withdraws or modifies the offer after opening of bid but before acceptance of bid.

(ii) When bidder does not execute the agreement if any, prescribed within the specified time.

(iii) When the bidder does not deposit the Performance Security (security money) after the supply order is given.

(iv) When the bidder fails to commence the supply of the items as per supply order within the time prescribed.

(v) If the bidder breaches any provision of code of integrity prescribed for the bidder specified in the Act and chapter 6 of RTPP rules.

**32. (1) Agreement and Performance Security (Security deposit):-**

(i) Successful bidder will have to execute an agreement bond at his cost on non-judicial stamp worth Rs. 500/- as per rule duly attested by Notary Public in (Annexure-I) within a period of 10 days from the date L.O.I. issued and deposit security equal to 5% of the value of the store for which bids are accepted within 10 days from the date of dispatch on which the acceptance of the bid is communicated to him. The period of executing agreement and depositing Performance Security can be reduced in public interest.

(ii) The Bid Security (Earnest money) deposited at the time of bid will be adjusted towards performance security amount. The performance security amount shall in no case be less than Bid Security (Earnest money).

(iii) No interest will be paid by the department on the Performance Security (security money).

(iv) The forms of performance security shall be as below:

(a) Bank Draft/Bankers Cheque/Receipted copy of challan.

(b) National Savings Certificate and any other script/instrument under National Savings Scheme for promotion of small savings, issued by a Post Office in Rajasthan with the approval of Head Post

Master if the same can be pledged. These certificates shall be accepted at surrender value at the time of bid and formally transferred in the Name of Procuring Entity with the approval of Head Post Master.

(c) FDR of scheduled bank, It shall be in the name of procuring entity (Director Ayurved Department, Ajmer) on account of Bidder and discharged by the bidder in advance. Bidder shall be furnish an undertaking from the Bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder.

(d) The Performance Security (security money) shall be refunded within one month of the final supply of the items as per purchase order in case of one time purchase, and two months in case of delivery is staggered, after the expiry of contract on satisfactory completion of the same or after expiry of the period of Guarantee/ Warrantee if any whichever is later and after satisfied that are no dues outstanding against the bidder.

(2) (i) Firm registered with the Director of Industries Rajasthan, In respect of stores for which they are registered, subject to their furnishing the registration and prescribed competency certificate in original from the director of Industries or photo state copy thereof duly attested by any Gazetted Officer, will be partially exempted from Bid Security (Earnest money) and shall pay Performance Security (security deposit) at the rate 1% of the amount of quantity order for supply of goods in case of small skill industries and in case of sick industries, other than small scale industries, whose case are pending before the Board of industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order..

(3) **Forfeiture of Performance Security (Security deposit):-** Security amount in full or part may be forfeited in the following cases:-

(a) When any terms and conditions of the contract is breached.

(b) When the bidder fails to make complete supply satisfactorily.

(c) Notice of reasonable time will be given in case of forfeiture of Performance Security (Security deposit).

The decision of the Purchase Officer in this regard shall be final.

(4) The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

**33.(i)** Goods must be sent freight paid through-Railways-or goods transport. If goods are sent freight to pay, the freight together with departmental charges 5% of the freight will be recovered from the suppliers bill.

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

(ii) In case supply is desired to be sent by the Procuring Entity by passenger train, the entire railway freight will be borne by the Department.

(iii) Remittance charges on payment made shall be borne by the Bidders.

**34. INSURANCE:-**

(i) The goods will be delivered at the destination go down in perfect conditions, the supplier, if he so desires may ensure the valuable goods against loss by theft, destruction or damage by fire, flood under exposure to weather etc. The insurance charge 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 insurance should invariably be with Life Insurance Corporation of India or G.I.C. OR its subsidiaries.

**35.**All the consumables and spares are covered under comprehensive maintenance contract .The following requirement of Consumables without which this equipment cannot be made Operational/ functional. The price of these consumable will be given in separate envelope at the time of submission of EMD, Bid Fee & RISL Fee or with technical bids (Online/Offline). The rate of these consumable/spare parts will not be consider at the time of decision for L-1. The technical evaluation committee will see the justification of all consumables/ spare parts mentioned in the list :

S. No.	Name of Consumable/ Spare Parts	Packaging Unit	Price Rs. Per Unit	Remark
				to be mentioned in separate envelope & submit Physically at the time of submission of EMD Fee, Bid Fee & RISL Fee or with technical bids (Online/ Offline).

The prices of consumables/spare parts may vary from time, therefore, above prices are not being fixed with this contract. A committee of three members comprising of Addl. Director Pharmacies In charge, DTL and the senior most accounts person of that institution will decide the reasonability of rates of reagents, consumables & spares by negotiation with the firm.

### **36.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 under financial power by the railway 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 certificate to the effect endorsed on the inspection not given to the bidder. The Payment will be made after complete supply & successful installation/ demonstration and in working condition of the equipment /machinery/ instrument.

(ii) Unless otherwise agreed between the parties payment for the delivery of stores will be made on submission of bill in proper form by the bidder to the purchase officer in accordance with G.F. & A.R & RTPP Rule 2013 all remittance charges will be borne by the bidder.

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

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

(v) As per the Govt. of Rajasthan direction the payment will be made on line ECS for which firm should mention bank details on Invoice/Bill (i.e. Name of Bank, A/c No., Name of Branch, Name of city, Branch Code No. IFSC etc.)

**37.(i)** The time specified for delivery in the bid form shall be deemed to the essence of the contract and the successful bidder shall arrange supplies within the period from the date of the order.

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

(a) Delay upto one-fourth period of the prescribed delivery period	2.5%
(b) Delay exceeding one fourth period but not exceeding half of the prescribed period.	5%
(c) Delay exceeding half but not exceeding three fourth of the prescribed period	7.5%
(d) Delay exceeding three fourth of the prescribed period.	10%

(2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less then 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 contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrance beyond the control of the bidder.

**38. RECOVERIES:** - Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be with held to the extent of short supply, breakage, 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 Performance Security (Security deposit) available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other Law in force at that time.

### **39. Installation:**

a. The bidders is supposed to arrange satisfactory, installation and successful demonstration of the articles in Ayurved drug testing Lab, pushkar road Ajmer within the stipulated period as mentioned below otherwise penalty will be imposed. The pre-requisite for installation if any required, the bidders should submit the detail of the same along with bid invariably.

b. Bidder has to install the Machine(s)/Equipment(s) supplied by him in the Department as directed by the Procuring Entity. If the machine/equipment not installed in the Department within 10 days of supply, recovery shall be made on the basis of following percentage of value of stores which the bidder has failed to install from Date of supply/delivery

1. If machinery/equipment installed within 10 days from delivery No penalty.
2. Delay from 11 days to 20 days 0.50% of the cost of machine/equipments
3. Delay from 21 days to 30 days 0.75% of the cost of machine/equipments
4. Delay from 31 days onwards 1% of the cost of machine/equipments.

Note : Installation period may be extend by procuring entity if the installation of Machine/Equipment/Instrument is on account of hindrances beyond the control of the Bidders. But bidder shall apply in writing to authority which has placed the supply order for the immediately on occurrence of the hindrance but not after the stipulated date for completion of installation.

**40.** Bidder must make their own arrangement to obtain import License, if necessary.

**41.** The bidder shall furnish the following documents at the time of execution of agreement:-

- (i) Attested copy of partnership deed in case of partnership firm.
- (ii) Registration number and year of registration in case partnership firm is registered with registrar of firm.
- (iii) Address of residence and office telephone numbers in case of sole proprietorship.
- (iv) Registration issued by Registrar of companies in case of company.

**42.** In case the items are free from custom duty, the bidder should mention clause under which the items are free from custom duty. The Proof of this should also be supported.

**43.** In case of imported equipment the proof of import and packing list must be provided.

**44.** If bidder imposes conditions which are in addition or in conflict with the conditions mentioned herein his bid 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 bid issued by the purchase Officer.

**45. Fall Clause:-** The prices charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offers to sell the stores of identical description to any person/organization including the purchase of any Deptt. of the Central Govt. or any Department of State Govt. or any statutory under taking of the Central State Govt. as the case may be during the period till performance of all supply order placed during the Currency of the rate contract is completed.

a) If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any organization including the purchase or any Department of Central Govt. or any Department of state Govt. or any statutory undertaking of the Central or state Govt. as the case may be at a price lower than the price chargeable under the contract shall forth with notify such reduction or sale or offer to sale to the Director Ayurved Department, Ajmer and the price payable under the contract for stores supplied after the date of coming into force of such reduction of sale or offer to sales shall stand corresponding reduced. The above stipulation will however not apply to:-

- (a) Export by the contractor.
  - (b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.
  - (c) Sale of goods such as drugs have expiry dates.
  - (d) Free replacement of spares articles will be provided only during the warranty period herein agree to
- The contractor shall furnish the following certificate along with the bill for payment of supplies made against the rate contract.

“I/We” certify that there has no reduction in sale price of the stores of description identical to the stores supplied to the Govt., under the contract here in and such stores have not been offered / sold by me / us to any organization including the purchase or any Department of State Govt. or any statutory undertaking of the Central Govt. or State Govt. as the case may be upto the date of bill / the date of completion of supplies against all supply orders placed during the currency of the contract at prices lower than the price charged to the Govt. under the contract except for quantity of stores categories under sub-clause (a) (b) (c) and (d) as above.

**46.** All legal proceedings, if necessary arise between any of the parties (Government or contractor) shall have to be lodged in courts situated in Ajmer Rajasthan.

**47.** Notwithstanding anything contained herein above the Purchase officer reserves the right to alter waive or modify any of the above condition in any particular specific case for special reason in accordance with special circumstances/conditions of the case mutually or otherwise in public interest of service.

**48.** The Purchase Officer reserves the right to accept any bid not necessarily the lowest, reject any tender without assigning any reasons and accept bid for all or any one or more of the articles for which bidder has been given or distributed items of stores to more then one firm/supplier.

**49. (A)** If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the central store purchase committee whose decision shall be final .

**(B)** CSPC shall have full rights to accept or reject any bid whithout assigning any reason.

**50.** The successful Bidders will have to undertake contract of CMC after guarantee/warranty period for at least five years. If the period mentioned in Technical Bid Sheet is higher, then rates should be given for higher period. The amount of CMC charges will not more than 4% respectively of the cost of the equipment (Net rate excluding GST as applicable) for first year with 5% increase on previous year amount in subsequent years. If any Bidder quotes CMC rates more than 4% respectively, the same will be reduced to 4% respectively as the case may be automatically. Consumables shall also be covered under CMC.

**Guide lines for Service Contract:**

- 1) The maintenance of equipment should be for the period at least 5 year or more (as mentioned in Purchase Order) after guarantee/warranty period.
- 2) If Firm fails to execute the CMC immediately after completion of guarantee/ warranty period or there is any default in CMC his Performance Security (S.D.) amount may be forfeited and necessary action against the contractor may be initiated.
- 3) During the period of CMC, bidder's engineer will visit every quarter and submit satisfactory service report to the head of the Ayurvedic Pharmacy, Jodhpur who will issue OK report of the machine/equipment. Bidder will submit CMC bill quarterly along with quarterly CMC O.K. report
- 4) The firm depute their engineer for break down calls within 48 hrs., from the receipt of the call from client. The complaint may be sent to firm by way of telephone/Fax/Letter or e-mail. In the event of failure on the part of the firm in attending to the firm in attending to the preventive maintenance visit or in attending breakdown call within 48 hrs. The Competent authority on behalf of the Government of Rajasthan will have the right to make the recovery by way of compensation 1% of the CMC contract value per day maximum 10% of the contract value for per default. The amount of compensation will be directly deducted from the bill or SD amount of the firm. However firm shall not be responsible for delay in services due to any reason beyond its control. The duration of service contract will be increased/ extended by such period, but firm will inform within time limit.
- 5) The payment of CMC installment will be made quarterly after satisfactory service it will be the responsibility for firm to see that the equipment as a whole is kept in well working condition during the full period of contract besides the time reasonably & naturally required in rectification/services etc. The decision of the undersigned on the points of dispute if any, shall be final & binding on firm subject to arbitration.
- 6) There will be no additional payment made against the cost of parts replaced and labour charges in any case.
- 7) Service engineer of approved firm shall record his visit note with signature in visit diary maintain in office of machine user during his quarterly service visit. Penalty of 10 percent of CMC value will be levied in case of none recoding of visit note with signature in visit diary.
- 8) Any other condition /work specified in technical specification of equipment/machine.
- 9) All other conditions will be as per CMC agreement.

**51-**Complete literature along with the catalogue and technical data must be enclosed with the technical bid to facilitate the technical committee in selection of items.

**52-**appeal - If any Bidder is aggrieved by any decision action, or omission of the Procuring Entity, he may file an appeal to First appellate Authority, Dy. Secretary, Ayurved and Indian medicines department Rajasthan Jaipur & second appellate Authority, Secretary, Ayurved and Indian medicines department Rajasthan Jaipur as per provision of Rajasthan Transparency in Public Procurement Rules 2013.

**53-**All terms and conditions as per Bid Document, Agreement & RTPP Act 2012 and RTPP Rules 2013 and amendments issued from time to time will be applicable.

**54-**Actual payment proof of GST will have to be furnished for GST amount charged in the bill with an undertaking that no refund will be claimed from such amount in future. In no case any amount of GST charged will be retained by the supplier.

**55-**Further correspondence regarding any matter should be done through e-mail only.

**56-**Firm shall comply with any other condition/work specified in technical specification of equipment/ machine as per bid document.

**57-**All further amendment in bids will only be communicated by e-mail only.

**58-**The bidders will furnish all details, in case of imported items.



**Note :**

1. If CMC is not required by the department for any equipment in technical specification the conditions of CMC as mentioned in condition will not be applicable.
2. If Guarantee/Warranty period and CMC period differ in technical specification to that given in General Condition, the period of Guarantee/Warranty and CMC shall be govern as specifically given in technical specifications sheet.

**DECLARATION**

I/We have read all the above terms & conditions of bid notice & bid documents and I/We give my consent to agree with above terms & conditions. If any declaration, certificate and documents submitted alongwith bid is found false/wrong/incorrect, the procuring entity may reject our bid and is free to take any action against me/us.

**SIGNATURE OF BIDDER  
With Rubber Stamp**

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

Any person participating in a procurement process shall -

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

### **Conflict of interest:-**

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

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

### **Signature of Bidder with Seal**

## **Annexure-B Declaration by the Bidder regarding Qualifications**

### **Declaration by the Bidder**

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

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

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

### **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Dy. Secretary, Ayurved and Indian medicines department Rajasthan Jaipur.

The designation and address of the Second Appellate Authority is Secretary, Ayurved and Indian medicines department Rajasthan Jaipur

#### **(1) Filing an appeal**

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

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

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

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

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

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

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

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

#### **(5) Form of Appeal**

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

#### **(6) Fee for filing appeal**

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

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

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - (i) hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**Signature of Bidder with Seal**

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

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

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

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

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

- (i)
- (ii)
- (iii)

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

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

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

6. Grounds of appeal: .....  
..... (Supported by an affidavit)

7..... Prayer:  
.....  
.....  
.....

Place .....

Date .....

**Appellant's Signature:**

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

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

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

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% 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 rules all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

**Signature of Bidder with Seal**

**DECLARATION BY BIDDERS**

I/We declare that I am/we are bona fide/ manufacturer/ whole-sellers /sole distributor/Authorized dealer/ Dealer/ Sole selling/ marketing agent in the goods / stores / equipments for which I/we have submitted the bids.

I/We hereby declare that I/We/Company are not black listed/debarred by any Government Organization. since Last 3 year.

I/We hereby declare that I/We have no vigilance/CBI/CVC enquiry pending against us/Supplier (Principal) since Last 3 year.

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

My/our GST registration no. is.....(Copy enclosed)

My/our permanent income tax no. is,.....

**Signature of the Bidders  
with designation & Seal**



**Undertaking to be submitted by Principal Manufacturer**

**(on company's letter pad & signed, sealed, typed by Principal Manufacturer)**

(In case of equipment/machinery where bid is submitted in the capacity of Authorized Distributor/Dealer/Indian Agent)

It is to certify that I/we M/s .....  
(Name & Address of Principal Manufacturer) are Principal Manufacture of the item(s) bid submitted for having Manufacturing unit at ..... (Address of Manufacturer unit) and also certify that M/s ..... (Name & Address of Bidder) is our Authorized Distributor/Dealer/Indian Agent & are authorized to submit bid for ..... (Name of Item) to Director Ayurved Department ,Ajmer against their Bid Notice No. .... Dated ..... on behalf of us.

The equipment/instrument is Guaranteed/Warranty for as per bid conditions from the date of installation and Okay report and shall during the Guarantee/Warranty period, the Authorized Distributor/Dealer/Indian Agent will replace the parts & provide consumable parts if any, or rectify any manufacturing defect found during the above period so as to make the machinery operative and in perfect condition.

They are also Authorized to carry out comprehensive Maintenance Contract and repairs contract for the period as desired by the Procuring Entity after the expiry of Comprehensive Guarantee/Warranty period as per bid conditions. They will be responsible to ensure adequate regular supplies of spare parts. Consumables, non consumables needed for the same whether CMC or otherwise.

In Case of change of authorized Distributor/Dealer/Indian Agent, we will inform the Director ayurved , Ajmer, the Procuring Entity accordingly. The new Dealer/Distributor/Indian Agent will be responsible for after-sales service and comprehensive maintenance and repair contract as above. In case of failure of Authorized Dealer/Distributor/Indian Agent we will be responsible for providing after-sales service of the equipment as per terms & Conditions of Bid and Contract.

**Signature of the Principal Manufacturer  
with Rubber Stamp & Phone Number**

**Price Charging Certificate**

I/We hereby certify that the rates offered in financial bid are reasonable and justified and we are not marketing lower rates anywhere in Government Institution of India or anywhere in India on the conditions of the bid and contract. If it found, my performance security may be forfeited and may action any as per bid.

**Signature of Bidder  
With Seal**

**Technical staff information & information of previously supplied machine**

- A. Detail of company setup for maintenance of machine at Rajasthan /any other place in India with full address, email & contact person:**
- B. Detail of Technical Staff information**

S.No.	Technical Staff Name	Qualification	Experience

- C. Information of previously supplied machine (of required technical specification in bid document)**

S.No.	Machine Model	Office /Institution to whom machine supplied	Supply Year

**Signature of Bidder  
With Seal**

**If machine supplied as per part C of Annexure-H then submit satisfactory working/performance report from the user (as per point 16 of bid condition)**

<b>S. No.</b>	<b>User Name</b>	<b>Address</b>	<b>Remark</b>

**Signature of Bidder  
With Seal**



- |  |      |
|--|------|
| (c) Delay exceeding half but not exceeding three fourth of the prescribed period | 7 ½% |
| (d) Delay exceeding three fourth of the prescribed period                        | 10%  |

**Note:**

- (i) Fraction of a day in reckoning period of delay in applied shall be eliminated if it is less than half a day.
  - (ii) The Maximum amount of agreed liquidated damages shall be 10%
  - (iii) If the Bidder requires an extension of time in completion of contractual supply on account of occurrence of any hinderences, he shall apply in writing to the authority which had placed the supply order, for to the immediately on occurrence of the hinderence but not after the stipulated date of completion of supply.
- Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hinderences beyond the control of the bidder.
7. Bidder has to install the Machine(s)/Equipment(s) supplied by him in the Department as directed by the Procuring Entity. If the machine/equipment not installed in the Department within 10 days of supply, recovery shall be made on the basis of following percentage of value of stores which the bidder has failed to install from Date of supply/delivery
- 1. If machinery/equipment installed within 10 days from delivery No penalty.
  - 2. Delay from 11 days to 20 days 0.50% of the cost of machine/equipments
  - 3. Delay from 21 days to 30 days 0.75% of the cost of machine/equipments
  - 4. Delay from 31 days onwards 1% of the cost of machine/equipments.
- Note : Installation period may be extend by procuring entity if the installation of Machine/Equipment/Instrument is on account of hindrances beyond the control of the Bidders. But bidder shall apply in writing to authority which has placed the supply order for the immediately on occurrence of the hindrance but not after the stipulated date for completion of installation
- 8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.
  - 9. In witness where of the parties hereto have set their hands on the ..... Day of .....
  - 10. All terms and condition of the Bid and all condition of letter No. .. dated .. will also applicable.

Dated :

Signature of the approved Bidder

Counter Signature

1. Witness

2. Witness

**Addl. Director**  
**Ayurved Department Ajmer**

**COMPREHENSIVE MAINTENANCE CONTRACT (CMC)**

This Comprehensive Maintenance Contract (CMC) is made on ..... at Ajmer by and between M/s ..... (Name of Firm/Company with Address) through (hereinafter referred to as the M/s ..... (Name of Firm/Company) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns)

**AND**

Director Ayurved Department, Ajmer or his designated officer's (hereinafter referred to as the "Procuring Officer" (means user of equipments/consignee/in-charge officer of Medical institution) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns):

**WHEREAS:**

1. Whereas the approved bidder has agreed with the Government to maintain the machines/equipments of the Ayurvedic Pharmacy, Jodhpur of the State of Rajasthan at its head office set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and the rates set forth hereunder.
2. And whereas the approved bidder has deposited a sum of Rs..... in Cash/Bank Draft/Banker Cheque No..... Dated..... as security deposit.

**New these presents Witness: -**

1. In consideration of the payment to be made by the Government through RTGS/NEFT at the rates set forth hereunder the approved bidder will duly maintain the said machines//equipments set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract.
2. The conditions of the bid and contract for open bid enclosed to the bid notice No..... dated..... and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
3. Letter No. .... Dated ..... received from bidder and Letter No..... Dated..... issue by the Government and appended to this agreement shall also form part of this agreement.
4. The Government hereby agree that if the approved bidder shall duly maintain the said machines/equipments in the manner aforesaid observe and keep the said terms and conditions, the Government will pay or cause to be paid to the approved bidder at the time and manner set forth in the said conditions, the amount payable through RTGS/NEFT
5. A. C.M.C. charges will be as under (As per Bid Terms & Conditions) :-
  - (i) 1st year
  - (ii) 2nd Year
  - (iii) 3rd Year
  - (iv) 4th Year
  - (v) 5th Year
- B. CMC will only be commencing after the completion of guarantee period.
- C. CMC charges specified above is exclusive of GST taxes (as applicable), as may be applicable on the Services rendered by M/s .....
- D. No price escalation will be applicable.
- E. service engineer of approved firm shall record his visit note with signature in visit diary maintain in office of machine user during his quarterly service visit. Penalty of 10 percent of CMC value will be levied in case of non recoding of visit note with signature in visit diary.
- F. This CMC is the supplementary part of original agreement No.....of this equipment or instrument
- G. The validity period of this CMC is for as specified in bid document (..... Years) which starts from the next day of completion of Guarantee/Warranty period of equipment/machine. The CMC starts from ..... day of ..... 2020 and shall end on the dated .....

H. If there is any default in comprehensive maintenance service the department may forfeit the penalty amount describe in CMC agreement or any other recovery from security deposit.

**6. Scope of this contract and services to be rendered under this contract by ..... (Name of Firm/Company) ..... :-**

- A. Labor for carrying out preventive maintenance and repairs.
- B. All parts that require replacements shall be supplied to the customer under this agreement at no additional cost during CMC period.
- C. Onsite & service centre labour for carrying out preventive maintenance and repairs.
- D. All spare parts require replacement shall be supplied to the consignee by the ..... (Name of Firm/Company) ..... under this agreement at no additional cost during CMC period.
- E. Safety and software updates for features that were originally purchased and forming part of the equipment during commencement of this contract.
- F. Routine Cleaning lubrication, replacement of o rings gaskets etc for all mechanical instruments.
- G. Maintenance and repairs of all essential accessories
- H. Routine cleaning & calibration of electronic equipments.
- I. Firms offering conditions :
  - Response time : 48 hours after first contact
  - Preventive Maintenance (PM) \*\* : Any Number
  - Parts for Preventive Maintenance : All as per requirement
  - Up time : 95% (346 Days)
  - Breakdown : All
  - Technical & Application Support Session: As required.
  - Demonstration & Trainings : As & When required
  - Note : \*\*PM Includes Quality Assurance, Safety checks and calibration
- J. Contract Details of service providing firm :
  - Full Address:
  - Email ID:
  - Hotline:
  - Service Portal:
  - Toll Free Number:
- K. Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee/warranty and CMC period.
- L. Training for the Quoted equipment/machine, if required, will be provided by the firm without any additional charges

**7. 1. Exclusions of services under this contract :-**

- a) Damages caused by or arising out of or aggravated by firm 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) civil, war, revolution, insurrection, mutiny, labour unrest, lockout, confiscation, commandeering by a group of malicious 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 public, municipal or local authority.
- b) Any work external to the Equipment covered under this contract.
- c) This contract does not cover hardware upgrade of any kind.

**2. Limitations of Services under this contract :-**

- a) Maintenance and update will be provided based on originally purchased software options. Additional features, hardware or software , that are not part of the equipment or commencement of this contract are not included in this contract but can be included in mutually agreed terms and conditions, reduced in writing.
- 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) Whenever a breakdown call is attended, then during such visit, preventive maintenance can also be carried out. Hence, such a visit may be treated as a preventive maintenance visit also.



**8. Guide lines for Service Contract :**

- 1) The maintenance of equipment should be for the period at least 5 year or more (as mentioned in Purchase Order) after guarantee/warranty period.
- 2) If Firm fails to execute the CMC immediately after completion of guarantee/ warrantee period or there is any default in CMC his Performance Security (S.D.) amount may be forfeited and necessary action against the contractor may be initiated.
- 3) During the period of CMC, bidder's engineer will visit every quarter and submit satisfactory service report to the head of the Department concerned, who will issue OK report of the machine/equipment. Bidder will submit CMC bill quarterly along with quarterly CMC O.K. report
- 4) The firm depute their engineer for break down calls within 48 hrs., from the receipt of the call from client. The complaint may be sent to firm by way of telephone/Fax/Letter or e-mail. In the event of failure on the part of the firm in attending to the firm in attending to the preventive maintenance visit or in attending breakdown call within 48 hrs. The Competent authority on behalf of the Government of Rajasthan will have the right to make the recovery by way of compensation 1% of the CMC contract value per day maximum 10% of the contract value for per default. The amount of compensation will be directly deducted from the bill or SD amount of the firm. However firm shall not be responsible for delay in services due to non availability of spares or due to any reason beyond its control. The duration of service contract will be increased/ extended by such period.
- 5) The payment of CMC installment will be made quarterly after satisfactory service it will be the responsibility for firm to see that the equipment as a whole is kept in will working condition during the full period of contract besides the time reasonably & naturally required in rectification/services etc. The decision of the undersigned on the points of dispute if any, shall be final & binding on firm subject to arbitration.
- 6) There will be no additional payment made against the cost of parts replaced and labour charges in any case.
- 7) Service engineer of approved firm shall record his visit note with signature in visit diary maintain in office of machine user during his quarterly service visit. Penalty of 10 percent of CMC value will be levied in case of none recoding of visit note with signature in visit diary.
- 8) Any other condition /work specified in technical specification of equipment/machine.

**9. Care For The Equipment:** 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, neglect 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 specification given in the instruction manual.

**10. List and Rates Consumable/Spare Part :** All the consumables and spares are covered under comprehensive maintenance contract. The following requirement of Consumables without which this equipment cannot be made Operational/ functional. The price of these consumable will be given in separate envelope at the time of submission of EMD, Bid Fee & RISL Fee or with technical bids (Online/Offline). The rate of these consumable/spare parts will not be consider at the time of decision for L-1. The technical evaluation committee will see the justification of all consumables/ spare parts mentioned in the list :

S. No.	Name of Consumable/ Spare Parts	Packaging Unit	Price Rs. Per Unit	Remark
				to be mentioned in separate envelope & submit psychically at the time of submission of EMD Fee, Bid Fee & RISL Fee or with technical bids (Online/ Offline).

The prices of consumables / spare parts may vary from time, therefore, above prices are not being fixed with this contract. A committee of three members comprising of manager Pharmacy ,Jodhpur one specialist and the senior most accounts person of that institution will decide the reasonability of rates of reagents, consumables & spares by negotiation with the firm.

**11. Assistance For Providing Service:** The procuring Officer shall give ..... (Name of Firm/Company) ..... to provide service, available to the Firm/company ..... to representative of ..... (Name of Firm/Company) ..... appropriate Procuring Officer staff who are familiar with the Procuring Officer work and provide suitable working space and facilities.

**12. Location & Location Change :** The Location and place of installation shall be decided by the appropriate authority of manager Ayurvedic Pharmacy, Jodhpur .The consignee may transport/shift any Equipment or part thereof without the express consent of ..... (Name of Firm/Company) ..... and asked for maintenance of equipment without any additional cost.

13. Indemnification : Each party hereto (the “indemnifying Party”) indemnified and hold free from any harm, against all losses, expenditure, damages, costs and claims incurred or suffered by or made against the indemnified party by reason of any breach by the indemnifying party of any of its obligations covenants, representations and warranties.

Each party hereto shall abide by all laws, Bye-laws, rules and regulations of the Government and any other authority or local body and shall observe and perform their part of the covenants and conditions and shall attend to answer, and be responsible for all violations of any of the conditions or rules of Bye-laws. Each party hereto shall always keep and hold the other party hereto, harmless and indemnified in this regard.

14. The Consignee/Procuring Officer may terminate this contract during the term of this contract at any time as he considers appropriate in the interest of department. No compensation shall be paid to said firm for termination.

15. The CMC may be extended for further two years by mutual consent subject to the same terms & conditions.

16. Dispute Resolution Committee: If both the parties fail to resolve any issue bilaterally then specific point may be placed before the Dispute Resolution Committee consisting Addl. Dir. (Adm), Addl. Dir. (tech.) senior most Accounts person of Department. The service providing firm shall participate in proceedings through his authorized signatory of rate contract holding firm only.

17. All action proceedings and suits arising from or connected to this contract shall be subject to the exclusive jurisdiction of courts in Ajmer.

In witness where of the parties hereto have set their hands on the Day of .....

**Addl. Director**  
**Ayurved Department Ajmer**  
(on behalf of Government of Rajasthan)

**Signature of the approved Bidder**

**1.Witness**

**1.Witness**

**2.Witness**

**2. Witness**

**Format for Price of Comprehensive maintenance Contact  
(CMC)**

**(to be given in seprate envelope which will be open with  
Financial bid)**

S. N.	PARTICULAR (Name of equipment)	*PRICE PER UNIT in rupees	
		In Figure	In Words
1	<b>Cyclone Pulverizer Machine (GMP)</b>		
	1 year		
	2 year		
	3 year		
	4 year		
	5 year		
2	<b>Disintegrator Machine (GMP)</b>		
	1 year		
	2 year		
	3 year		
	4 year		
	5 year		

**NOTE-**

1.CMC after Warranty period as mentioned in technical bid. The amount of CMC charges will not be more than 4% respectively of the cost of the equipment (excluding GST) for first year with 5% increase on previous year amount in subsequent years.

2. Price per unit means consolidated price for all items mentioned in Format for Technical Compliance Sheet.

3. All the Terms and Conditions are accepted by us and any counter contra condition if imposed, may not be considered.

**Addl. Director  
Ayurved Department Ajmer**

**SIGNATURE OF BIDDER**

**List of Equipments (18-19)**

<b>s.no.</b>	<b>Name of Machine</b>	
<b>1.</b>	<b>Cyclone Pulverizer Machine (GMP)</b>	
	Capacity	300-400 Kg/hr
	Screen Dia	20"
	Cooling System	Enabled
	Main Motor	25 HP
	All Contact Parts	SS 304
<b>2.</b>	<b>Disintegrator Machine (GMP)</b>	
	Capacity	300-400 Kg/hr
	Screen Dia	20"
	Main Motor	25 HP
	All Contact Parts	SS 304

## वित्तीय बोली प्रपत्र

(रसायनशाला जोधपुर के लिये उपकरण क्रय करने हेतु)

- (1) संवेदक का नाम:—
- (2) पता:—
- (3) जी.एस.टी नंबर:—
- (4) उत्पादक फर्म का नाम:—

क्र.सं.	आईटम का नाम	मात्रा	Rate of per item	G.S.T	Total rate per item	कुल राशि
1.	<b>Cyclone Pulverizer Machine (GMP)</b> (As per Appendix-I)	1 नग				
2.	<b>Disintegrator Machine (GMP)</b> (As per Appendix-I)	1 नग				

संवेदक के हस्ताक्षर