



**OFFICE OF THE MEDICAL SUPERINTENDENT,  
RUHS HOSPITAL,**

Sector - II, Kumbha Marg, Pratap Nagar, Jaipur - 302033  
Ph. : 0141-2795577 Email: supdt.ruhscms.hms.2020@ruhsraj.org

No. RUHS HMS/Store/2024-25/

4953


Date: .../12/09/2024

**खुली निविदा सूचना**

राज.स्वा.वि.वि. आयुर्विज्ञान चिकित्सालय में विभिन्न बायोमेट्रिकल वेस्ट कलेक्शन बैग (बी.एम.डब्ल्यू. नॉम्स) अनुसार) उपलब्ध कराने हेतु वार्षिक चर संविदा के लिए निर्धारित निविदा प्रपत्र में मूल निर्माता/सोल डिस्ट्रीब्यूटर्स/अधिकृत शोनाफाईड डीलर्स एवं प्रतिष्ठित पंजीकृत फर्मों से मोहरबन्द निविदाएँ आमंत्रित की जाती हैं। (कुल अनुमानित लागत राशि रु. 9.00 लाख)

1.	Bid Submission Start Date/Time	12...../09/2024 at 4:00 PM onwards
2.	Bid Submission End Date/Time	26...../09/2024 at 2:30 PM
3.	Technical Bid Opening Date/Time	26...../09/2024 at 4:00 PM

- Details may be seen in the Bidding Document at <https://sppp.rajasthan.gov.in> or on RUHS CMS website: [www.ruhscms.org](http://www.ruhscms.org)

  
Medical Superintendent,  
RUHS Hospital, Jaipur



कार्यालय चिकित्सा अधीक्षक, राज.स्वा.वि.वि. आयुर्विज्ञान चिकित्सालय, जयपुर  
Address :Sector-11, Kumbha Marg, Pratap Nagar, Tonk Road, Jaipur -302033(Rajasthan)  
Contact : +91-141-2795624, Email: supdt.ruhsrms.hms.2020@gmail.com

No.F.7 ( ) RUHS HMS/Store/2024-25/ 4953

Dated: 12/09/2024

**Notice Inviting Bid**

Single Stage Two envelope Sealed unconditional **offline** bids are invited from reputed, experienced and Financially Sound Firms/Authorized Bonafied Dealer/Distributors for the Procurement of Goods/Services Listed Below upto 02.30 pm of 26/09/2024 (Received bids will opened at 04.00 pm of same date) **Annual Rate Contract for Supply of Biomedical Waste Collection Bags as per BMW Norms at RUHS Hospital, Pratap Nagar, Jaipur.**

Bid Submission Start Date & Time: 12/09/2024 from 04:00 AM/PM

Bid Submission End Date & Time: 26/09/2024 up to 2:30 AM/PM

Technical Bid Opening Date & Time: 26/09/2024 at 4:00 AM/PM

Cat. No.	Description of Items	Total Est. Cost (in Lacs) Rs.	Tender Fees in Rs.	2% Bid Security in Rs.
1	2	3	4	5
1.	Annual Rate Contract for Supply of Biomedical Waste Collection Bags Virgin Grade as per BMW Norms at RUHS Hospital, Pratap Nagar, Jaipur.	9.00	500.00	18000.00

1. Separate Technical and Financial bid along with Tender fee and Bid Security mentioned at column no. 4 & 5 should be submitted for Category no. 1.
2. Rates should be mentioned in financial bid separately.

  
Medical Superintendent  
RUHS Hospital, Jaipur

Signature of Tenderer with seal



### TENDER FORM

Addressed to the **Medical Superintendent**, RUHS Hospital, Jaipur

1. Reference: Tender Notice No:- RUHS HMS/Store/2024-25/4953... Dated: 12/09/2024
2. Tender for **Annual Rate Contract for Supply of Biomedical Waste Collection Bags Virgin Grade as per BMW Norms at RUHS Hospital, Pratap Nagar, Jaipur.**
3. **Estimated Cost of Tender in Rs:- 9.00 LACS**
4. Name and postal Address of the firm who submitted the Tender.



.....

.....

..... Email:-..... Tel.No/Mobile No:-.....

5. The tender form fee Rs.500 /- (Non-Refundable) and Bid Security Fee Rs. .... has been submitted vide Demand Draft/Banker's Cheque No. .... Dated ..... In favor of "**Medical Superintendent, RUHS Hospital, Jaipur**" without which the tender should be liable to rejection.

6. We agree to abide by all the conditions mentioned in Tender Notice No. .... Dated ..... issued by the Procuring Entity and also agree to further terms and conditions of the said tender notice given in attached sheets (all the pages of which has been signed with stamp by us in token of our acceptance of the terms & conditions mentioned therein.) and provisions of RTPP Act 2013 and Rules 2013. Unsigned tender will be rejected.
7. We Declare that we fulfill the eligibility and qualification criteria in the conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements in document and schedule of supply the following goods and related services.
8. Our Firm, its affiliates or its subsidiaries including any suppliers for any part of the contract have not been debarred by the State Government or the Procuring Entity or a regularity authority under any applicable law;
9. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal a formal contract has been prepared and executed;
10. We understand that you are not bound to accept the lowest evaluated bid;
11. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of interest as specified for bidders in the RTPP Act, 2012 and RTPP Rules, 2013 and this bid document during the process and execution of the contract till completion of all our obligations under the contract.
12. Supply would be done at F.O.R. Central Store, RUHS Hospital, Jaipur/as per work order.
13. Firm's Registration, G.S.T. Registration, Copy of PAN Card is to be submitted herewith.
14. Declaration by Tenderer (SR FORM-11), Price Charging Certificate and Declaration by bidder regarding qualification (Annexure-B) are to be enclosed.

Signature of Tenderer with seal

15. Price Preference and/or Purchase Preference as per RTPP Act 2012 and Rules 2013 shall be admissible in evaluation of Bids and award of Contract.
16. Financial Bid in Sealed Envelope is submitted separately. Envelope duly superscripted as "Financial Bid" with Tender Name and No.
17. The Quantity can be divided among more than one Bidder at the price and condition of the lowest evaluated Bid.
18. Period of contract will be 01 year. May be extended within RTPP Act 2012 & Rules 2013 with consent of both parties.
19. Bids received after scheduled date & time shall not be considered under any circumstances.
20. The bid should be submitted including all the clarification/Modification/Amendments agreed and issued by RUHS Hospital, Jaipur
21. तकनीकी निविदा में सफल निविदादाताओं की ही वित्तीय निविदा खोली जायेगी।
22. निविदादाता द्वारा संलग्न सभी परिशिष्ट को भरना एवं हस्ताक्षर करना अनिवार्य है तथा संलग्न चेकलिस्ट अनुसार क्रमवार दस्तावेज संलग्न करने होंगे।
23. Bid shall remain valid for 90 days.
24. निविदा में संलग्न कुल पृष्ठों की संख्या 28 है।

मैंने/हमने निविदा की सभी शर्तों को ध्यानपूर्वक पढ़ लिया है तथा मैं/हम इन सभी शर्तों से हूँ/हैं।



Signature of Tenderer with seal

### Technical Bid Checklist

S.No.	Description	Enclosure Details	Page No.
1.	Name & Address of Firm		
2.	Contact Details	Phone: Mobile No.: Email:	
3.	Tender Fee Details	DD No.: Date: Bank:	
4.	Bid Security Details	DD No.: Date: Bank:	
5.	Bank A/c Details	Name of A/c Holder: Bank Name: IFSC Code: Branch:	
6.	GST Registration Certificate (Enclose Copy)	Reg. No.:	
7.	Whether Firm is Registered in Composition Scheme under GST (YES/No) if YES, then enclose relevant document.		
8.	PAN Card (Enclose Copy)	PAN:	
9.	Declaration by Tenderer SR Form-11		
10.	Price Charging Certificate in prescribed format (to be submitted on Letter Pad)		
11.	Declaration by Bidder should be on Letter Pad (Annex-B)		
12.	Technical Compliance Sheet (Annex-03)		
13.	Registration under shop and establishment Act. 1958/Indian Partnership Act 1932/Indian Company Act 1956/2013 or other registration (as applicable)		
14.	Turnover Details: Minimum Average Annual Turnover should not be less than 20.00 Lacs. A Certificate to this effect by practicing Chartered Accountant as per (mentioning name, phone No., e-mail ID,/UDIN address and along with membership number of C.A.) has to be submitted. Along with audited balance sheet and P&L account.		
15.	If the bid is the submitted in the capacity of importer, self attested photocopy of the valid import license in Form 10 with Form 41 (as per Rule 122A of Drugs and Cosmetics Act), Will be submitted by the bidder. The license must be renewed/ valid up to date. A copy of a		

Signature of Tenderer with seal



	valid license for the sale of items imported by the firms issued by the licensing authority shall be submitted.		
16.	Past 3 Years' Experience of supplying BMW Bags in State/Central Govt. Hospitals, Medica College (Valid Copy of Work Order should be enclosed)  <b>Preference will be given to experienced firm.</b>		
17.	Whether MSME, Affidavit should be submitted as per Annexure-6. Duly attested copy of competency certificate issued under price preference rules as well as copy of PMT Registration of SSI Unit issued by Department of Industries, Rajasthan in respect of stores for which they are registered. Attested Copy of: 1. Satisfactory report of inspection conducted by Industries Dept. of Rajasthan. 2. Production Capacity certificate and purchase preference certificate issued by Dept. of Industries, Govt. of Rajasthan along with bid.		
18.	Duly Sealed and Signed Tender Document (including any Corrigendum/amendment in technical specifications or tender terms & conditions)		
19.	Latest Sample with Test Report should be submitted with Technical Bid.		

**Bidders to ensure**

- Technical Evaluation of the bid shall be done on the basis of details provided by the bidder in compliance sheet and corresponding documents. Details provided in the checklist shall be deemed as authentic and if any information provided by the bidder does not commensurate with the document, contingency of the same shall not be entertained and this may lead to disqualification of the bid.
- That all pages have stamped and signed by the authorized person(s)
- That all the documents are legible (clearly readable).

*[Handwritten signature]*

Signature of Tenderer with seal



**खुली निविदा के लिए निविदादाता हेतु दिशा-निर्देश :-**

1. निविदा प्रपत्र को <https://sppp.rajasthan.gov.in> & [www.ruhscms.org](http://www.ruhscms.org) से दिनांक 12/09/2024 सांय 5:00 बजे से दिनांक 26/09/2024 को दोपहर 02:30 बजे तक डाउनलोड कर सकते हैं। निविदा प्रपत्र आवश्यक दस्तावेजों सहित को चिकित्सा अधीक्षक, राज.स्वा.वि.वि. आयुर्विज्ञान चिकित्सालय, जयपुर के नाम व्यक्तिशः चिकित्सालय में जमा कराये। निर्धारित तिथि एवं समयावधि में जमा निविदाएँ उपस्थित निविदादाता/उनके प्रतिनिधियों के समक्ष उसी दिन दोपहर 03:00 बजे खोली जाएगी। निर्धारित तिथि एवं समय पश्चात् प्राप्त निविदा पर विचार नहीं किया जाएगा।
2. निविदादाताओं को निविदा निर्धारित प्रपत्र एवं निश्चित प्रारूप में प्रस्तुत करनी आवश्यक है।
3. निविदा प्रस्तुत करने से पूर्व निविदादाता यह सुनिश्चित कर लेवें की निविदा प्रपत्र में सम्बन्धित सभी आवश्यक दस्तावेजों की अधिकृत हस्ताक्षरित प्रति निविदा प्रपत्र के साथ संलग्न कर दी गई है।
4. इस निविदा के अन्तर्गत यदि कोई आवश्यक संशोधन किया जाता है तो उसे वेबसाइट <https://sppp.rajasthan.gov.in> & [www.ruhscms.org](http://www.ruhscms.org) पर प्रकाशित किया जावेगा, जिसका अवलोकन कर आवश्यक कार्यवाही करने की जिम्मेदारी निविदादाता की होगी। संशोधन, अलग से समाचार पत्रों में प्रकाशित नहीं किया जायेगा।
5. दर संविदा एक वर्ष के लिए आमंत्रित की गई है। अनुबन्ध की समयावधि के पश्चात संगत लेखा नियमों एवं आर.टी.पी.पी. एक्ट 2012 व नियम 2013 के प्रावधानानुसार अनुबन्ध की अवधि आपसी सहमती के नियमानुसार और बढ़ाई जा सकती है।
6. निविदादाता फर्म द्वारा प्रस्तुत सशर्त निविदा या अग्रिम भुगतान की निविदा को स्वीकार नहीं किया जाएगा और उस पर कोई विचार नहीं किया जाएगा।
7. यह निविदा द्वि-प्रकृती निविदा के रूप में आमंत्रित की गई है: (1) तकनीकी निविदा एवं (2) वित्तीय निविदा उक्त निविदा पर राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 व नियम 2013 प्रभावशील है। अतः उक्त निविदा में उक्त अधिनियम व नियम के सभी प्रावधान प्रभावशील हैं इसके साथ ही राजस्थान लोक उपापन में पारदर्शिता नियम 2013 के नियम 64 के तहत निविदा मूल्यांकन समिति सारभूत रूप से प्रत्युत्तरदायी बोलियों में अकगणितीय त्रुटियों का आवश्यक होने पर सुधार कर सकेंगे। निविदा दस्तावेजों (तकनीकी और वित्तीय निविदा) सहित सभी निविदादाता के नामित अधिकृत प्रतिनिधि द्वारा प्रत्येक पृष्ठ पर हस्ताक्षर और मुहर लगाई जानी चाहिए।
8. तकनीकी निविदा सूचना में (बोली) और बोली लगाने वालों या उनके प्राधिकृत प्रतिनिधियों की उपस्थिति में निविदा सूचना में अंकित दिनांक के अनुसार समिति सदस्यों के समक्ष खोला जाएगा। तकनीकी मूल्यांकन प्रक्रिया की योग्यता बोलियों को ही वित्तीय निविदा के मूल्यांकन के लिए आगे विचार किया जाएगा। वित्तीय निविदा हेतु सभी तकनीकी रूप से निविदा लगाने वालों को बाद में सूचित किया जाएगा तो अलग तारीख और समय पर तकनीकी रूप से योग्य निविदादाताओं/नामित प्रतिनिधियों की उपस्थिति में खोली जायेगी।
9. तकनीकी निविदा में सफल होने वाले निविदादाता की ही वित्तीय बिड खोली जायेगी।
10. इस चिकित्सालय द्वारा प्रतिभूति राशि पर कोई ब्याज नहीं दिया जायेगा।
11. फर्म के बिलों का भुगतान में किन्हीं प्रशासनिक कारणों से विलम्ब होने पर फर्म द्वारा ब्याज मांगे जाने पर ब्याज का भुगतान नहीं किया जाएगा।
12. किसी भी विवाद की स्थिति में न्याय क्षेत्र जयपुर स्थित न्यायालय होंगे।

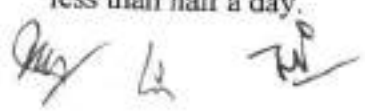


Signature of Tenderer with seal

**RUHS HOSPITAL, JAIPUR (RAJASTHAN)**  
**CONDITIONS OF RATE CONTRACT**

**Note:** Tenderer should read these conditions carefully and comply strictly while sending their tenders.

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. **"Declaration by the Tenderer"**- Tenderer shall, furnish a declaration in the **Annexure-I (SR FORM-11)**
3. (i) Any change in the constitution of the firm, etc., shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relive 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, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purpose of the contract.
4. G.S.T. Registration Certificate and Copy of PAN Card should be mentioned in Technical Bid. Dealer who is not registered under the GST Act will not be eligible for participating in tender. In case Firm has opted Composition scheme under GST then firm should also submit relevant document/s regarding Registration in Composition Scheme under GST.
5. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
6. Rate shall be written both in words and figures. There should not be errors and/or over-writings Corrections if any, should be made clearly and initialed with dates. The rates should mention element of the GST.
7. All rates quoted must be F.O.R (free on rail and road) destination and should include all incidental charges octroi, GST which should be shown separately. The delivery of the goods shall be given at the premises of RUHS Hospital, Jaipur / as per work order.
8. **Validity.** - Tenders & Rates shall be valid for a period of 90 days from the date of opening of tender.
9. The contractor shall not assign or sub-let his Contract or any substantial part thereof to any other agency.
10. (i) The time specified for delivery in the tender form shall made be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.  
(ii) **Liquidated damages:-** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of store which the tenderer has failed to supply :-
  - (1) (a) Delay up to one fourth period of the prescribed delivery period 2.5%  
(b) Delay exceeding in one fourth 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 than half a day.



Signature of Tenderer with seal



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

11. **Bid Security** - (a) Tender shall be accompanied by a 2% Security as **Tender Condition** without which tenders will not be considered. This Should be in favor of **Medical Superintendent, RUHS Hospital, Jaipur**

(i) **Partial exemption from Bid Security:** - Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of Bid Security in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries Rajasthan, at the rate of ½% of the estimated value of the tender shown in NIT. **Duly attested copy of competency Certificate issued under price preference rules as well as copy of PMT Registration of SSI Unit issued by the department of industries, Rajasthan in respect of stores for which they are registered. Firm will furnish affidavit worth Rs.100 as per annexure 7 under preference to Industries of Rajasthan Rules in respect of stores which they are registered. Firm will submit the attested copy of 1. Satisfactory report of inspection conducted by Industries Dept., Govt. of Rajasthan, 2. Production capacity certificated and Purchase preference certificate issued by Industries Dept. Govt. of Rajasthan along with bid.**

(ii) The Central Government and Government of Rajasthan Undertaking Enterprises need not furnish any amount of Bid Security

(iii) The Bid Security lying with the Department/office in respect of other tenders waiting for approval or rejected or on account of contract being completed will not be adjusted towards Bid Security for the fresh tenders.

12. (1) **Agreement and Performance Security**

(i) Successful bidder will have to execute an agreement on Non Judicial Stamp Paper of Rs 500/- as per rules with in a period of 15 days from issue of LOI and deposit performance security equal to 5% of the value of the stores for which tenders are accepted within 15 days from the date of issue of LOI.

(ii) No interest will be paid by the department on the security money.

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

(a) Bank Draft/F.D./Bankers Cheque /Bank Gurantee/s of a Scheduled Bank etc. as per RTPP Act 2012 and RTPP Rules 2013.

(v) The security money shall be refunded within one month after the expiry of the period of Contract, and after satisfaction that there are no dues outstanding against the tenderer.

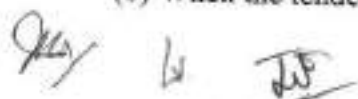
(2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer, will be partially exempted from Bid Security and shall pay Performance Security at the rate of 0.5 % of the estimated value of tender.

(ii) Central Government and Government of Rajasthan's Undertaking Enterprises will be exempted from furnishing security amount

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

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

(b) When the tenderer fails to make complete supply satisfactorily



Signature of Tenderer with seal

(c) Notice of reasonable time will be given in case of forfeiture of Performance Security. 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 tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

**14. Payments**

(i) Payment for the delivery of the store will be made on submission of bill in proper form by the tenderer to the Medical Superintendent, RUHS HMS in accordance with GF & AR & relevant rules all remittance charges will be borne by the Successful bidder.

(ii) In case of disputed items, the amount shall be withheld and will be paid on settlement of the dispute.

**15. Recoveries:** - Recoveries of liquidated damages, short supply, breakage, rejected articles shall be ordinary made from bills and Performance Security available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

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

**17.** Medical Superintendent, RUHS HMS reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

**18.** 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 of partnership firm is registered with Registrar of Firms.

(iii) Address of residence and office, telephone numbers in case of sole proprietorship.

(iv) Registration issued by Registrar of Companies in case of company.

**Guide lines for Rate contract**

1. Preventive maintenance & any number of breaks down calls as & when required will be provided under rate contract.

2. The payment will be made quarterly after satisfactory service & submission of date of receipt of the bill.

3. Notwithstanding anything here-in-above provided it will be the responsibility of 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/servicing etc. The points of disputes being mutually decided on which the decision of the Superintendent, RUHS HMS, Jaipur shall be final & binding on firm subject to arbitration.

4. In case the bidder fails to execute the Comprehensive annual maintenance contract. The same may be debarred from participating in the tenders for next three years.

**19.** During the Rate Contract period the Supply will be provided within prescribed period in work order otherwise L.D. will be deducted from bill payable to Successful bidder.

Signature of Tenderer with seal

20. Notwithstanding anything contained herein above the undersigned reserves the right to alter waives or modifies any of the above condition in any particular specific case for special reason in accordance with special circumstances/conditions of the case mutually of otherwise in public interest of service.
21. If any, dispute arise out of the contract with regard to the interpretation meaning and breach of the terms of the contract the matter shall be referred to by the parties to **Medical Superintendent, RUHS Hospital, Jaipur** who will appoint his officer as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
22. All legal proceedings if necessary arise to institute may be any of the parties (Medical Superintendent, RUHS HMS) shall be subject to jurisdiction of the courts in Jaipur only. If any dispute arises between the parties about the terms of this contract or anything in relation to or arising out of this contract, the parties shall make an effort to solve the same through the appointment of an arbitrator by mutual agreement. The decision of the arbitrator shall be final in regard to such dispute or disputes.
23. The bidder shall ensure that all materials and information which may come in to its possession or knowledge in connection with this contract or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the Medical Superintendent, RUHS Hospital, Jaipur will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in the Rate Contract and to release it only to employees requiring such information for the purpose of performing obligations arising out the Rate Contract and not to any other party. The bidder shall ensure that appropriate action shall be taken with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied.
24. The bidder shall certify that the repair and maintenance services/product sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The bidder shall indemnify the Medical Superintendent, RUHS Hospital, Jaipur from any claim or demand, action or proceeding, directly or in directly resulting from or arising out of any breach or alleged breach of this warranty.
25. Medical Superintendent, RUHS Hospital, Jaipur reserve the right to claims as damage from the bidder to the extent of the loss suffered by it is found that due to any commission or omission of the bidder, damage has been caused to equipment covered by the Rate Contract or to any property of Medical Superintendent, RUHS Hospital, Jaipur even if it is not covered under the Rate Contract.
26. Medical Superintendent, RUHS Hospital, Jaipur Reserve the right to terminate the agreement, if the bidder fails to carry out any of its obligations/duties in terms of the agreement.
27. The Successful bidder shall have to pay all taxes, duties and levies, if any the consideration indicated in the foregoing paragraphs shall be inclusive of all the prevalent taxes payable by the Medical Superintendent, RUHS Hospital, Jaipur would be at liberty to make the necessary tax deduction at source, as required by law.
28. Medical Superintendent, RUHS Hospital, Jaipur shall not consider any request in change of rates of Rate Contract due to any reason whatever, during the contract.


  
Signature of Tenderer with seal



29. The bids shall be in conformity with our conditions and requirements. Deviations, if any shall be clearly mentioned by the bidder in the Technical Bid. Non mention of deviation shall imply compliance with our conditions and requirements. Medical Superintendent, RUHS Hospital, Jaipur reserves the right to reject an offer for any of the deviation.
30. No counter condition shall be accepted. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender may be rejected.
31. The Financial bids of only technically qualified bidders shall be opened for the purpose of financial evaluation.

**Fall Clause (In case of rate contract only)**

32. 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 Dept. of the central Govt. or any Dept. Of state Govt. or any statutory undertaking of the central or state Govt. as the case may be during the period till performance of all supply orders placed during the Currency of the rate contract is completed.
- 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 he shall forth with notify such reduction or sale or offer to sale to the Medical Superintendent, RUHS Hospital, Jaipur 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 correspondingly reduced. The above stipulation will however not apply to:-
- (a) Export by the contractor
  - (b) Sale of goods such as original equipment at prices lower than prices charged for normal replacement.
  - (c) Free replacement of spares articles/good will be provided only during the warranty period herein agree to
33. The bidding process and terms & conditions shall be subjected to the provisions of Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013.
34. I/We hereby agree all above terms & Conditions & have signed on each page as a token of acceptance.

 B. J.

Signature of Tenderer with seal

### Evaluation and Eligibility criteria (Technical Bid)

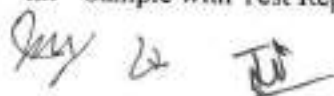
The Prospective bidder should fulfill the following criteria and should submit self-attested copies of the relevant documents in this regard, failing which the Bid shall not be considered.

1. All the Photostat document should be self-attested.
2. Bid Security should be in the name of Medical Superintendent, RUHS Hospital, Jaipur otherwise tender will not be considered.
3. G.S.T. Registration & Copy of PAN Card should be enclosed along with the tender.
4. Validity of rates and tender should be 90 days from the opening date of tender.
5. All the terms and condition are to be accepted by the firm and any counter condition if imposed will not be considered.
6. Declaration by Tenderer regarding Qualification on Original Letter Pad (SR FORM-11) should be enclosed with the Tender.
7. Undertaking on letter head regarding the firm and its director/Manager/Proprietor has not been found guilty of malpractices, misconduct or blacklisted/debarred for the quoted product by Medical & Health Department, Govt. of Rajasthan or by any Local Authority/autonomous body and other State Government / Central Government organization in the past three years.
8. For exemption/discount on Bid Security Amount Attested copy of valid registration made by manufacturer for quoted items under micro and small scale industries registered as per rules of State Government of Rajasthan, if applicable. Failing which they shall be treated without MSME Registration with other tenders.
9. The bidder should have minimum Average Annual Average turnover of Rs. 20.00 Lakh in last three financial years (i.e 2021-22, 2022-23, 2023-24) Certificate by Chartered Accountant Firm with Copy of P&L and Balance Sheet certified by Chartered Accountants to be enclosed.
10. The bidder should have minimum experience of 3 (two) years in the field of Supply of Biomedical Waste Collection Bags. The bidder must submit copy of work orders along with tender documents.  
**Preference will be given to experienced firm.**
11. Technical evaluation of the bid shall be done on the basis of details provided by the bidder in Annexure- 3 (Technical bid compliance sheet) and corresponding documents. Details provided in the Check List with supporting Docs. shall be deemed as authentic and if any information provided by the bidder in tender does not commensurate with the document contingency of the same shall not be entertained and this may lead to disqualification of the bid.
12. Technical Bid should be submitted in separate sealed envelope duly superscripted clearly **"Technical Bid & Financial Bid Envelope should be sealed and kept in Technical Bid Envelope Separately with superscripted "Financial Bid". Sample with Test Report should be submitted with Technical Bid.**

### TECHNICAL BID

The envelope should contain as per check list Documents as under:-

- a. On the top of technical bid Tender No. and date with Subject of Tender should be mentioned Name of Firm and address should also be written on the envelop itself.
- b. This envelop should contain the required Bid Security & tender fee prescribed as per the NIT.
- c. GST Registration.
- d. Copy of Pan Card
- e. Declaration of Tenderer
- f. Declaration by Bidder (regarding debar/blacklist)
- g. Price Charging Certificate
- h. Technical Compliance Sheet
- i. Turnover Details with supporting Documents
- j. Experience related documents
- k. MSME related documents
- l. Duly Signed Tender document.
- m. Sample with Test Report

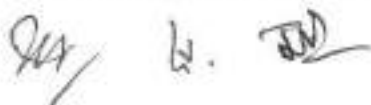


Signature of Tenderer with seal





## FINANCIAL BID

1. The envelope should contain:-
  - a. On the top financial bid envelope Sr. No. Name of Tender, Name of Firm should be mentioned on the envelope itself.
  - b. This envelope should contain the rate of item in words and figure invariably. The rate should include all incidental expenses. Such as freight packing charges Insurances etc. However the rate of taxes to be charged from the department such as Excise Duty, Customs, GST, should be shown separately.
  - c. Conditional tenders are not acceptable and liable to rejected.
2. Payment will be made in **Indian Currency** after duly verified by the head of the department concerned or any authorized officer of the RUHS Hospital, Jaipur.
3. In case the firm fails to provide the Item as per quantity and Specifications mentioned in work order within stipulated time period or the firm supplied the items less than supply order then the Medical Superintendent, RUHS Hospital, Jaipur shall be free to arrange the supply on firm's risk & cost. Also the tenderer may also be debarred from participating in the tender for next three years.
4. A price charging certificate should be furnished to the effects that the rates offered are reasonable and justified we are not marketing lower rates to other department on conditions of the tender and contract.
5. In case the firm fails to supply the goods as per quantity mentioned in supply order within stipulated time period or the firm supplied the items less than supply order then the purchase office shall be free to arrange the supply on firm's risk & cost. Also the tenderer may also be debarred from participating in the tender for next three years.
6. Supplies when received shall be subject to inspection to ensure whether they conform to the prescribed/approved specifications.
7. The firms to submit the technical specification form by incorporating all Individual technical specification by mentioning Yes/ No and Positive or Negative Deviation, If any, with complete details Incomplete technical bids will not be considered all. The firms to enclose the Original printed literature (Brochures) if any photocopy will not be accepted.
8. For imported Items, Clearance of the consignment from customs will be done by the tenderer. If any custom duties paid for clearance of the consignment initially it shall be paid by tenderer. And the same shall be reimbursed after production of documentary evidence at actual as per Govt. Rules.
9. In case, any demurrage charges are paid to release the consignment from custom, it will be borne by tenderer.

 W. JN

Signature of Tenderer with seal

*Technical specification/Compliance Sheet (Annexure-3)*

Sr No	Technical Specification For Bio Medical Waste Collection Bags as per BMW Norms	Yes/No
01	Bio Medical waste collection bags should be supplied in all colours (Red, Yellow, Black, Blue) Order of bags may vary any time during the agreement in colour, quantity and size as per requirement of RUHS Hospital Jaipur	
02	<b>Black bags</b> should not have Bio-Hazard symbol & Receivers name in place of that "Municipal Waste of Jaipur Nagar Nigam should be printed" this bag should be made of Virgin Grade as per BMW Norms. <b>Red, Black, Yellow, Blue bags</b> should not have Cytotoxic symbol & Receivers name in place	
03	Red, Yellow, Blue Bags must be made up of virgin plastic Non chlorinated plastic, water repellent as per Bio Medical Norms	
04	<p>Bags (except black bag) should be labeled as per schedule -III &amp; IV of BMW Management rules-2016 and as amended 2018 gazette notification. The bags should have following labels printed on it (non washable and best Quality and it should be prominently visible)</p> <p align="center"> <b>SCHEDULE III</b>            (see Rule 6)  <b>RUHS Hospital, Jaipur</b>  <b>LABEL FOR BIO-MEDICAL WASTE CONTAINERS/BAGS</b> </p> <p align="center">   <b>BIOHAZARD SYMBOL</b>  <b>BIOHAZARD</b>  <b>HANDLE WITH CARE</b> </p> <p align="center"><u>Yellow bag Cytotoxic logo only for cancer ward</u></p> <p align="center">   <b>CYTOTOXIC</b>  <b>CYTOTOXIQUE</b> </p> <p align="center"><u>Note: label shall be non washable and prominently visible</u></p> <p align="center"> <b>SCHEDULE IV</b>            (see Rule 6)  <b>LABEL FOR TRANSPORT OF BIO-MEDICAL WASTE CONTAINERS/BAGS</b> </p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Waste category No.....</p> <p>Waste Class.....</p> <p>Waste description.....</p> <p>Sender's Name &amp; Address.....</p> <p>Phone No.....</p> <p>Telex No.....</p> <p>Fax No.....</p> <p>Contact Person.....</p> <p><b>In case of emergency please contact :</b>            Name &amp; Address.....            Phone No.....</p> <p><u>Note: Label shall be non-washable and prominently visible.</u></p> </div> <div style="width: 45%;"> <p>Day..... Month.....</p> <p>Year.....</p> <p>Date of generation.....</p> <p>Receiver's Name &amp; Address.....</p> <p>Phone No.....</p> <p>Telex No.....</p> <p>Fax No.....</p> <p>Contact Person.....</p> </div> </div>	

*[Handwritten signature]*

Signature of Tenderer with seal

05	BMW Bags Should have color tie for knotting.	
06	Thickness of the bag should be as per BMW Norms and Biodegradable as per Environment (Protection Act 1986 BMW norms of Red, Yellow, Blue & Black Colour bags. Sample of the bags/sheets should be enclosed.	
07	Red, Yellow bags should be Autoclave, microwave and hydro lave safe. Bags should be as per BIS Norms and should comply BMW Norms	
08	Bags should have weight carrying capacity of minimum 35 KG and should comply drop test and thickness of more than 120 micron (test report from CIPET should be attach with sample and subsequently with supply.	
09	Size of the bags should be as under- 1. Size FOR 50 Ltr.- Width: 30 inch ( $\pm 5\%$ ) x Length: 36 inch ( $\pm 5\%$ ) 2. Size FOR 25 Ltr.- Width: 24 inch ( $\pm 5\%$ ) x Length: 30 inch ( $\pm 5\%$ ) 3. Capacity: 25/50 Ltr.	
10	Latest Sample submitted must Comply BIS and BMW Norms and a certificate of CIPET For thickness & drop test be submitted with sample and supply	
11	Poly bags should bear product information regarding 1. address, manufacturing 2. date of manufacturing and expiry date (note less than 18 month from date of mfg) 3. Size of bags 4. Batch number 5. Thickness and material used.	
12	WORK MANSHIP & FINISH- puncture proof and leak proof and acid and alkali resistant, smooth surfaces free from defects such as foam unevenness, crease, fish eye mixture of foreign matter pin holes, finish of cut portions shall bear good workmanship as per BMW norms.	
13	Manufacture of BMW Bags should have valid pollution control board certificate and any other permissions required as per BMW/Prevailing rules.	
14	<b>Estimated Supply of nonchlorinated plastic water repellent Biodegradable Bags Made up of virgin grade material with thickness as per BMW norms and CIPET certified in various sizes with printing Biohazard/ cytotoxic logo as per BMW norms and technical specifications of the bid</b> 1. Size FOR 50 Ltr.- Width: 30 inch ( $\pm 5\%$ ) x Length: 36 inch ( $\pm 5\%$ ) 2. Size FOR 25 Ltr.- Width: 24 inch ( $\pm 5\%$ ) x Length: 30 inch ( $\pm 5\%$ ) 3. Capacity: 25/50 Ltr. 4. Minimum Thickness of Plastic Sheet (Micron)-As per BMW Norms 5. Color of Bag: Red/Yellow/Blue/Black 6. Material- Low-Density Polyethylene (HDPE) 7. Manufacturer Facility Certifications: ISO 9001 (Latest) 8. Availability of Test Report/Certificate of Analysis for the Product 9. Manufacturer Registered under Pollution Control Board as Biodegradable Bags Manufacturer Compliance to Biomedical Waste Management (BMW) Rules, 2016 as amended till date.	

N. 



Signature of Tenderer with seal

**SPECIAL TERMS & CONDITION OF RATE CONTRACT:-**




The Special Terms & Conditions of contract (SCC) shall supplement the General Conditions of Contract (GCC) whenever there is a conflict, the provision of SSC shall prevail over consent of both parties.

1. The period of the rate contract is One Year hence all the rates shall be valid for a period of One Year from the date of rate approval order/LOI/ Work order. The rates shall be reduced whenever prices fall in international/national market. The contract period may be extended as per rules.
2. Relevant literature/original catalogue of quoted items should be submitted. The firm must supply free of cost, properly labeled samples for the items if specifically asked for samples in various groups, failing which the bid for that item shall be rejected out rightly.
3. The firm must specify clearly whether all the variations in sizes/ dimensions/ lengths/ diameters/ shapes as quoted in the specifications are met completely or partly.
4. If the suppliers require 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 liquated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
6. Items shall be purchased as per requirement of RUHS Hospital, Jaipur
7. The bidder will have to supply only non-chlorinated plastic water repellent HDPE (High density poly ethylene) biodegradable bags made up of virgin grade and as per BMW norms in various size with printing logo as per BMW norms and IS/ISO certificate & drop test under 1988 certificate an certificate by Central Institute of Plastic Engineering and Technology (CIPET)
8. Bidder should submit sample with current CIPET report Issued after tender uploaded. Otherwise tender will be rejected.
9. In CIPET report it is mandatory mention identification by DSC method, weight carrying capacity and thickness as per BMW Norms.
10. If the supply made by the supplier is found short than a penalty double the amount of short supply shall be imposed and necessary action will be taken which may lead to termination of agreement and debarment shall be taken.
11. During the rate contract period, order of bags in quantity /colour /size may vary as per the requirement of RUHS Hospital, Jaipur .
12. Price preference and other general terms and condition shall be as the finance department GOR notification date 19 Nov 2015.
13. Supply has to be within 30 days or within the period specified in the order, from the dispatch of purchase order communicated.
14. F.O.R. Shall be Central Store, RUHS Medical College Hospital, Jaipur



Signature of Tenderer with seal

15. Procuring entity reserves the rights to get the documents/certificate verified from the issuing authority.
16. The bidder should submit scanned copy of all above mentioned documents and annexure along with proof of deposition of Tender fees, (DD) and bid security money (DD/Bankers Cheque/BG) of requisite amount as mention in NIB
17. Whether the bidder has assigned any Authorized person for the bid submission attach copy of Authorization letter with identity proof card of Authorized person like Aadhar /Voter ID card
18. Bid document duly signed by bidder or the Authorized person
19. Successful bidder will submit test report from CIEPT with every supply order on receiving supply BIO medical waste collection bags. Hospital Administration will have the right to get the test done randomly from CIPET at its own level. If is found that bags supplied are substandard/Not as per specification the lot shall be cancelled and penalty rupees 1,000/- shall be imposed per event as per supply and the cost of CIPET test will be recovered from the bidder
20. Bidder has submitted samples with Tender in RUHS Hospital Jaipur up to bid submission end date 26.12.2024 at time 2.30 AM/PM

Signature of Tenderer with seal



## वित्तीय बिड प्रपत्र

राज.स्वा.वि.वि. आयुर्विज्ञान चिकित्सालय में विभिन्न बायोमेडिकल वेस्ट कलेक्शन बैग (बी.एम.डब्ल्यू. नॉर्मस अनुसार) उपलब्ध कराने हेतु वार्षिक दर संविदा में वित्तीय दर :-

1. निविदादाता का नाम : .....

2. निविदादाता का पता : .....

Sr.No	Name of items	Rate to be quoted per kg	GST @ %	Total Rate (per KG ) With GST
01	02	03	04	05
01	Supply of non-chlorinated plastic water repellant Poly Ethylene Red, yellow, Blue and Black Biodegradable Bags virgin grade as per BMW norms in various sizes with printing Biohazard and cytotoxic logo as per BMW norms			
A	Black Bag Size 50 Ltr.- Width: 30 inch (±5%) x Length: 36 inch (±5%) LDPE			
B	Black Bag 25 Ltr.- Width: 24 inch (±5%) x Length: 30 inch (±5%) LDPE			
C	Red Bag Size 50 Ltr.- Width: 30 inch (±5%) x Length: 36 inch (±5%) HDPE			
D	Red Bag 25 Ltr.- Width: 24 inch (±5%) x Length: 30 inch (±5%) HDPE			
E	Yellow Bag Size 50 Ltr.- Width: 30 inch (±5%) x Length: 36 inch (±5%) HDPE			
F	Yellow Bag 25 Ltr.- Width: 24 inch (±5%) x Length: 30 inch (±5%) HDPE			
G	Blue Bag Size 50 Ltr.- Width: 30 inch (±5%) x Length: 36 inch (±5%) HDPE			
H	Blue Bag 25 Ltr.- Width: 24 inch (±5%) x Length: 30 inch (±5%) HDPE			
	<b>Total</b>			

**Note:-**L-1 or most advantageous bidder will be decided on the basis of consolidated Rate of the difference size bags given in columns number 5 . If the rate of any size /sizes given by the L-1 Bidder is found proportionality high according to comparative analysis or market analysis then L-1 Bidder may be called for negotiation.



Signature of Tenderer with seal

**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 anticompetitive 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 the 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 proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.



Signature of Tenderer with seal

(This undertaking should be typed & signed by the bidder firm on its Original Letter Pad)

(SR FORM 11)

**RUHS COLLEGE OF MEDICAL SCIENCES, JAIPUR,  
SECTOR-18, KUMBHA MARG, PRATAP NAGAR, TONK ROAD, JAIPUR**

**DECLARATION BY TENDERERS**

We hereby declare that we are Bona-fide Manufacturer / Authorized dealer/distributors / in the stores / equipment's / Items for which we have tendered.

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

\_\_\_\_\_  
**Signature of Tenderer with Rubber Stamp**



**PRICE CHARGING CERTIFICATE**

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 / use to any organization including the purchase or any dept. of State Govt., or any statutory undertaking of the Central Govt. or State Govt. as the case may be up to the date of bill / the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the Govt. under the contract except for qty of stores categories under sub-clause 60 (a),(b) (c) and (d)

\_\_\_\_\_  
**Signature of Tender With Rubber Stamp**

(This undertaking should be typed & signed by the bidder firm on its Original Letter Pad)

\_\_\_\_\_  
**Signature of Tenderer with seal**

(To be submitted on Letter Pad of firm)  
**Annexure B: Declaration by the Bidder regarding Qualification**

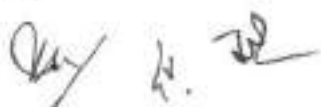
**Declaration by the Bidder**

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 Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state
3. Government or any local authority as specified in the Bidding Document.
4. I/we aren't 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;
5. 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 in to 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;
6. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, Which materially affects fair competition
7. The firm and its director/manager/proprietor has not been found guilty of malpractices, misconduct or blacklisted/debarred for the quoted product by medical & health Department Govt. of Rajasthan or by any local authority/autonomous body and other state Govt./Central Govt. organization in the past three years.

Date:

Place:



Signature of bidder

Name:

Designation:

Address:

Signature of Tenderer with seal

## Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is *Principal Controller*  
RUHS : *CMS*, Jaipur

The designation and address of the Second Appellate Authority is Registrar, Rajasthan  
University of Health Sciences, 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 with in 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 a 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 endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under Para(1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity 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 with in 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) Appeals 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 Appeals: -

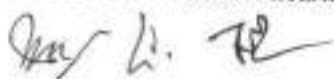
- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee,
- (c)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



Signature of Tenderer with seal



(b) On the date fixed for hearing, the first appellate authority of 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 statePublicProcurement Portal.

Handwritten signature and initials in black ink.

Signature of Tenderer 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 office/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 propose 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**

*May 14. 12*

Signature of Tenderer with seal

## **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 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 the change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by Limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

### **3. Dividing quantities among more than one Bidder at the time of award (in case of procurement of goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital 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 rate of the Bidder, whose bid is accepted.



Signature of Tenderer with seal

**Form-'B'**  
**Form of Affidavit**

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

- a) My/Our above noted enterprises M/s ..... has been issued  
acknowledgement of Entrepreneurial Memorandum Part-II by the Districts Industries  
Center ..... The acknowledgement No. is .....  
Dated ..... And has issued for Manufacture of following items.
- i.
  - ii.
  - iii.
  - iv.
  - v.
- b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II has  
not been cancelled or withdrawn by the Industries Department and the enterprise is  
regularly manufacturing the above items.
- c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped  
to manufacture the above noted items.

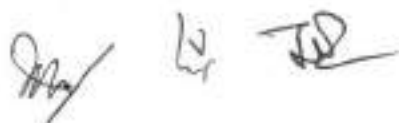
Place .....

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

**Verification**

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

DEPONENT



Signature of Tenderer with seal

### AGREEMENT

1. An agreement made this ..... day of ..... between ..... (hereinafter called "the approved supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and The Medical Superintendent, RUHS Hospital, Jaipur include his successors in office and assigns of the other part.
  2. Whereas the approved supplier has agreed with The The Medical Superintendent, RUHS Hospital, Jaipur to supply to the of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column in work order of said schedule.
  3. And whereas the approved supplier has deposited a sum of Rs. .... DD/FDR No. .... dated ..... against as Performance Security.
  4. Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority. National Savings Certificates/Defense Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as Security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.
  5. Now these Presents witness:  
In consideration of the payment to be made by RUHS Hospital, Jaipur through cheques at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in ..... and ..... thereof in the manner set forth in the conditions of the tender and contract.
  6. The Procuring Entity do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, RUHS Hospital, Jaipur will through cheque pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment
  7. The conditions of the tender and contract for open tender enclosed to the tender 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.
- As per tender received from tenderer and letters nos. .... Dated ..... issued by the RUHS CMS, Jaipur and appended to this agreement shall also form part of this agreement.

(a) The mode of Payment will be as specified below:

1. As Per tender Conditions
2. As per Bank conversion rate when bill is raised.

The delivery shall be effected and completed within the period noted below from the date of supply order:-

S.No.	Name of Item	Quantity	Delivery period

- (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of Goods and Related Services which the Bidder has failed to supply:-

S.N	Conditions	LD%
a.	Delay up to one fourth period of the prescribed period of	2.5%



	delivery, successful installation and completion of subject matter of procurement.	
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of subject matter of procurement.	5.0%
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of subject matter of procurement.	7.5%
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of subject matter of procurement.	10.0%

**Note:**

- Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- The maximum amount of agreed liquidated damages shall be 10%.
- If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance 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 hindrances beyond the control of the Supplier.

Details of supply of item:

S.No.	Particulars	Discount offered in percentage of Printed rates
1.		
2.		
3.		
4.		

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by The Medical Superintendent, RUHS Hospital, Jaipur and the decision of The Medical Superintendent, RUHS Hospital, Jaipur shall be final.

In witness whereof the parties hereto have set their hands on the .....day of.....20.....

**Signature of the approved supplier**

**Signature for and on behalf of  
Medical Superintendent, RUHS  
Hospital, Jaipur**

Date:

Date:

Witness No.1:

Witness No.1:

Witness No.2:

Witness No.2:

