

**Title:** Procurement of **Iron Stool with wooden top and bottom** to be provided at 2300 cold chain centers across the state of Rajasthan under Partnership for Cold Chain Strengthening in the State

BID FORM



NIB Reference No. क्रमांक: F-26(13)/SIHFW/UNICEF/Cold Chain/Proc/2014-15/6246 दिनांक: 14-8-2014

**Name of Work----SUPPLY OF 2300 IRON STOOLS WITH WOODEN TOP AND BOTTOM--**

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## निविदा आमंत्रण सूचना

राजस्थान राज्य के विभिन्न चिकित्सा संस्थानों पर बेहतर 'कोल्ड चेन' प्रबंधन के उद्देश्य से, 'पार्टनरशिप फॉर कोल्ड चेन स्ट्रेन्थनिंग इन द स्टेट' के तहत प्राप्त 'ग्रांट-इन-एड' द्वारा राज्य, स्वास्थ्य एवं परिवार कल्याण संस्थान, झालाना संस्थानिक क्षेत्र, जयपुर के माध्यम से निम्नलिखित सामान का कय कर 2300 कोल्ड चेन प्वांटस पर उपलब्ध कराया जाना है—

क्रम सं.	सामान का नाम	मात्रा	अनुमानित लागत रु.	अमानत राशि रु.	निविदा फार्म मिलने की दिनांक समय व स्थान	निविदा फार्म जमा कराने की अंतिम दिनांक, समय व स्थान	निविदा खोलने की दिनांक समय व स्थान
1	आयरन स्टूल विद बुडन टॉप एण्ड बॉटम	2300	20 लाख	40 हजार राजकीय विभागों व उपक्रमों हेतु नियमानुसार	16-8-14 से 29-8-14 तक कार्यदिवस पर कार्यालय समय में लेखा शाखा से	30-8-14 दोपहर 1.00 बजे तक संस्थान के कक्ष सं. 109 में	30-8-14 दोपहर 3.00 बजे, बोर्ड रूम, संस्थान परिसर

निविदा फार्म रु. 1000/- शुल्क, 500 रु SSI UNIT हेतु, राजकीय विभागों व उपक्रमों हेतु नियमानुसार प्रति निविदा फार्म, देकर निर्धारित दिनांक से कार्यालय समय में किसी भी कार्यदिवस पर, उपरोक्त पते पर संस्थान से प्राप्त किये जा सकते हैं। इच्छुक निविदादाताओं हेतु निविदा की शर्तें, कय किये जाने वाले सामान का विस्तृत विवरण, सैम्पल आदि जानकारी संस्थान की वेबसाइट [www.sihfwrajasthan.com](http://www.sihfwrajasthan.com) पर एवं कार्यालय समय में संस्थान की लेखा शाखा के पास निविदा प्रकाशन की दिनांक से उपलब्ध रहेगी।

निदेशक

### **Instruction to Bidders**

Before filling up of bid form, kindly go through the following instructions carefully so that your bid may not be considered invalid:

1. Go through the terms and conditions, annexure and other forms of the document carefully and meticulously.
2. It is expected from all the bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for direct communication so that the confidentiality of our bid/rates is maintained up to bid opening & that your documents are not put to any misuse.
3. Complaints lodged in SIHFW should bear signature, name, Id proof and mobile number of the complainant.
4. In case you are given any assurance of any advantage in SIHFW, by anybody or if you are directly or indirectly threatened or intimidated of harming your bidding & subsequent work in SIHFW, please inform immediately about the same to the Director, SIHFW or Registrar SIHFW. It would be better if evidence of such unfair activity of such person is produced so that action might be taken against such person/institution and their details may be put on the website.
5. It is advisable for you to authorize only those persons for SIHFW bid who are employed by you on salary basis.
6. Certificates/Licenses/Documents which are required should be complete and updated.
7. The bid security (as applicable) shall be submitted in the form of D.D./Banker's cheque in favor of Director, State Institute of Health & Family Welfare (payable at Jaipur). The Bid Security may be deposited along with the filled form in the office of Director SIHFW, Jaipur before the last date and time of bid submission.
8. The average gross annual turnover of the bidder shall be Rs. 50 Lac (Rs. 50,000,00) for last three years. The audited reports/Income tax returns duly certified and signed by Chartered Accountant shall be submitted along with bid, failing which the bid shall be rejected. Suppliers/Dealers/Agents/Loan Licensees are not eligible to participate in the bids.
9. Bid form must conform the terms & conditions of the bid documents.
10. Bids received after the specified time and date (30/8/14 till 1.00 PM) shall not be accepted and shall not be opened.
11. Correspondence with SIHFW regarding these bids by the authorized signatory of the firm shall only be entertained.
12. The Bidding is for supply of final item as mentioned in the bid document with specifications mentioned thereof.
13. The bids shall be opened at 3.00 PM on dated 30/8/2014 in the presence of the Bidders or their representatives who wish to be present at board room, SIHFW.
14. The SIHFW is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.

15. The Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department (As may be applicable for Government departments and agencies).
16. It is clarified that the information required in bidding document should be submitted only in enclosed formats (Annexure - A to K) without any change or modification in it. Bids submitted with changed or modified annexure/formats may be rejected.
17. In case there is any lack of clarity due to misprinted/misspelled words or due to any other reason, the same may be referred to the SIHFW for clarification before submitting the bid. No claim will be entertained after submission of bid for any clarification or justification without which the bid may be liable for cancellation or fails to compete. The Director SIHFW bears right to make any such corrections/clarifications during the bid process till award of supply order to the most advantageous bidder.
18. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

**Director  
SIHFW, Jaipur**

**(BID Description)**

NIB Reference No. F-26(13)/SIHFW/UNICEF/Cold Chain/Proc/2014-15/6246

Date: 14-8-2014

The State Institute of Health & Family Welfare (SIHFW) has received a grant-in-aid towards 'Partnership for Cold Chain Strengthening in the State' in order to improve the management of cold chain points in the state and therefore intends to procure Iron Stool with wooden top and bottom to be supplied to 2300 cold chain points spread across the state as below-

Single stage, unconditional bids are invited from Manufacturers/Fabricators/Carpenter Firms on behalf of the Director, SIHFW, Jaipur - 302004 for the procurement of IRON STOOL WITH WOODEN TOP AND BOTTOM as listed below :

S. No	Name of article	Specifications	Quantity	Amount of Bid security (Rupees)	Validity period of bids	Place of delivery and delivery period
1	IRON STOOL WITH WOODEN TOP AND BOTTOM	As per annexure E	2300	40000 (Rs. 10000/- for SSI Units and as per rule for government dept and agencies)	120 days from the date of opening of the bid	In 30 days at Store SIHFW, Jhalana Institutional Area, Jaipur,

1. Bids are invited as per following time schedule:-

Date of selling of bid form	Last date and time for sale of bid form	Last date and time of depositing filled bid form	Date and time of opening of bid
16-8-14 to 29-8-14	29-8-14 till office time	30-8-14 till 1.00 PM	30-8-14 at 3.00 PM

- The SIHFW is not bound to accept the lowest bid and may reject any or all bids without assigning any reason there for.
- The bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department (As may be applicable for Government departments and agencies).
- It is clarified that the information required in bidding document should be submitted only in enclosed format (Annexure A to K) without any change or modification in it. Bids submitted with changed or modified annexure/ formats may be rejected.
- The above indicative quantity of procurement is subject to a variation of about 10%.
- The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Note: - If any amendment is carried out in the bid specifications and terms & conditions following the NIB, the same will be uploaded on the Departmental website [www.sihfwrasthjan.com](http://www.sihfwrasthjan.com) and will not be published in news papers. In case any inconvenience is felt, please contact over telephone number i.e. 0141-2701938 or queries may be e-mailed on mail address - [sihfwraj@ymail.com](mailto:sihfwraj@ymail.com)

**Director**  
SIHFW, Jaipur

**Declaration Form cum Check List (NIB for Iron Stool with Wooden Top and Bottom)**

**Annexure A**

**(It should be notarized)**

I/We..... (Name of Bidder) having our office at..... (Address of Bidder) declare that I/We have read all the Terms & Condition of the bid floated by Director, SIHFW, Jaipur for the Supply of **Iron Stool with Wooden Top and Bottom** and agree to abide by all the Terms & Conditions set forth therein.

I/We declare that we are participating in this bid in the capacity of (Government Department/ Government Agency/Manufacturer/Fabricator/Carpenter Firm).

I/We enclose valid Manufacturing license/acknowledgement/Memorandum/IBM/ Registration of SSI Unit (As may be applicable).

I/We further declare that the rates offered by us shall remain valid for the entire period of bid validity.

I/We declare that the rates given by us are not higher than the rates given to any other procuring agency of health department in the state of Rajasthan.

<b>S. No</b>	<b>Item (As applicable)</b>	<b>Particular</b>
1.	Bid Form Annexure A	Page no.....
2.	Bid security Banker's Cheque/DD No....	Page no.....
3.	Self attested Photocopy of Acknowledgement of EM-II SSI unit for the quoted product and a certificate from NSIC/MSME for the production capacity (As applicable)	Page no .....
4.	Copy of Central Excise Registration (As applicable)	Page no .....
5.	Bid form Annexure B	Page no.....
6.	Original bid terms & condition (Annexure- C)	Page no .....
7.	Quoted rates in the format (Annexure D along with Annexure E)	Page no .....
8.	Average Annual turnover statement for past 3 years certified by C.A. (Annexure F)	Page no .....
9.	Format of the Affidavit for EM-II on non judicial stamp paper of Rs. 10/-(Annexure-G) (As applicable)	Page no.....
10.	BIS License with schedule for ISI Marked Products Quoted (As applicable)	Page no .....
11.	Latest Sales Tax Clearance Certificate (up to dated 31.03.14).	Page no .....
12.	Declaration regarding complying with bid terms and condition (Annexure-H) in lieu of acceptance of terms & conditions.	Page no .....
13.	Declaration by the Bidder Regarding Qualifications (Annexure-I)	Page no .....
14.	Declaration of manufacture (Annexure J)	Page no .....
15.	Advance Receipt of Bid Security (Annexure K)	Page no.....
16.	Name & specimen signature of designated officer/ representative of the Bidder who is authorized to make correspondence with the SIHFW, if any	Name  Signature

Date

Name and Signature of Bidder with seal

**BID FORM FOR SUPPLY OF IRON STOOL WITH WOODEN TOP AND BOTTOM**

BID REFERENCE. No F-26(13)/SIHFW/UNICEF/Cold Chain/Proc/2014-15/6246 Date:14-8-2014

Name & Address of the Bidder: M/S.....

.....

Telephone no. of authorized .....  
representative

Fax No of the firm .....

Mobile No of authorized representative: .....

E-mail address of the firm.....

LAST DATE FOR ISSUANCE : up to 6.00 P.M. 29.08.2014  
OF BID DOCUMENT

LAST DATE & TIME FOR : up to 1.00 P.M. 30.08.2014  
RECEIPT OF FILLED BIDS

DATE & TIME OF OPENING : 3.00 P.M. 30.08.2014  
OF BIDS

PLACE OF OPENING OF BIDS : Board Room, SIHFW, Jaipur

BID FORM FEE : Rs. 1000.00 (Rs.500 for SSI Units of Rajasthan)

Bid Security : Rs.40000.00 (RS. 10000.00 for SSI Units of Rajasthan)

ADDRESS FOR COMMUNICATION : Director, State Institute of Health & Family Welfare,  
Jhalana institutional area, Near Doordarshan  
Kendra, Jaipur-302004  
Tel. No. 0141-2701938  
Fax No. 0141-2706534

**Signature of Bidder with Seal**



**TERMS & CONDITIONS OF BID**

Bidder should read these terms & conditions carefully and comply strictly while submitting their bids. If a bidder has any doubt regarding the terms & conditions and specifications mentioned in the bid notice/catalogue, he should refer these to the Director, SIHFW, Jaipur before submitting bids and obtain clarifications. The decision of the Director, SIHFW shall be final and binding on the bidder. The clauses of terms & conditions are as follows:-

**A. General terms & conditions:-**

1. Bids are invited from Indian Manufacturers/Fabricators/Carpenter firms/Public sector undertakings/Govt. Departments/Agencies.
2. The bid shall be submitted up to 1.00 PM on dated 30/8/2014 as per schedule to Director, SIHFW, Jaipur for the supply of **Iron Stool with Wooden Top and Bottom**. At any time prior to the date of submission of bid, the Bid Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority may at his discretion, extend the date and time for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the Bid Inviting Authority.
3. The bidder should have average gross annual turnover of Rs. 50 Lac (Rs. 50,000,00) for the preceding three financial years to be eligible to participate in the bid.
4. Supplies shall be made directly by the bidder, and not through its distributors/agents/suppliers. Manufacturer bidder should have permission to manufacture the item quoted as per specification given in the bid from the competent authority.
5. Bid shall be submitted to Director, SIHFW, Jaipur.
6. The bidder shall submit following certificates along with the bid:-
  - I. Bid security (As may be applicable), shall be deposited through Bank draft/Banker's cheque in name of Director, State Institute of Health & Family Welfare, payable at Jaipur.
  - II. A) Manufacturer- bidder shall enclose duly self attested photocopy of acknowledgement of EM-II Memorandum/IBM/ Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the bid. The license, if any, should be renewed up to date.  
  
B) Likewise, SSI manufacturer/bidder shall submit documents relating to being of it a SSI from Industries Department.  
  
C) Government departments and agencies may submit as per rules.
  - III. Firm shall submit copy of the registration with Central Excise Department/ exemption from registration, if applicable, as per provisions of Central Excise Act.
  - IV. Duly self attested photocopy of BIS certificate, renewed up to date with respective schedule ISI certification for quoted items, if applicable.
  - V. The average annual turnover statement for preceding three financial years expired on March 31<sup>st</sup> 2014, signed by the bidder, duly verified by the C.A.
  - VI. Copy of PAN duly attested.
  - VII. Duly self attested copy of latest Sales Tax/VAT clearance certificate (up to 31.03.2014) from the Commercial Tax Officer of the circle concerned, from where supplies will be affected, shall be submitted (As may be applicable for government department and agencies).
  - VIII. The declaration from the bidder regarding its non-conviction by the court of law, in Annexure-I

**PLEASE ALSO NOTE THAT:-**

- (A) All the above mentioned documents duly signed and self attested, must be submitted in an envelope labeled "A" as Technical BID, except annexure D&E which should be submitted in an envelope labeled "B" as financial Bid.
- (B) All attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, translated version of the same, in Hindi or English, duly signed and attested by authorized translator must be submitted along with copy of original document.
- (C) Other than Sales Tax/VAT clearance certificate, all the above mentioned documents should be under the name and address of the premises where the quoted items are actually manufactured/made ready for supply (As may be applicable for government departments and agencies).
- (D) The point of supply should be specified as has been requested in bid conditions above.
- (E) The bidder shall submit its annual accounts (profit & Loss account & Balance Sheet).
- (F) If the following documents/certificates/requirements are not submitted in the technical Bid envelop "A", the bid will be liable to be declared non responsive:-
  - i. Bid security (As applicable);
  - ii. Acknowledgment of manufacturing EM-II, issued by industries department/DICINSIC/ Competent Authority, if applicable.
  - iii. Turnover certificate verified by C.A/auditor;
  - iv. BIS certificate, in case of ISI marked items, if applicable;
  - v. Duly signed copy of Annexure-C, as acceptance of terms & conditions;
- (G) Rates in the specified format- Annexure D with signed copy of specifications given at Annexure-E both should be submitted in the Financial Bid Envelop "B".

**7. The Bid duly filled in giving the rates for quoted items should be submitted in a sealed and duly labeled envelope at SIHFW by 30-8-14 till 1.00 PM at State Institute of Health & Family Welfare, Jhalana Institutional Area, Near Doordarshan Kendra, Jaipur**

**Precautions in filling up financial bid:-**

- a. The financial Bid should be submitted in a separate envelop labeled "B" and clearly mentioning "Financial Bid for Iron Stool" on it.
- b. VAT or CST, as applicable, should be mentioned clearly and separately.
- c. VAT or CST, if exempted, it should be specified.
- d. If an item quoted in the bid does not attract excise duty at the time of bidding and excise duty is levied by the union government subsequently, the bidder shall be entitled to such excise duty paid on production of invoices drawn as per Central Excise Rules. However, a small or medium manufacturer enjoying exemption from levy of excise duty up to a certain turnover limit, no additional payment on account of levy excise duty shall be admissible subsequently on exceeding the turnover limit.

All bids received will be opened in the presence of bidders who choose to be present on 30-8-14 at 3.00 PM at SIHFW.

**8.**

- i. In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized

signatory, in the manner laid down in the Articles of Association of the bidder company.

- ii. Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the Director, SIHFW, Jaipur and such change shall not relieve any former member of the firm/company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/they agree to abide by all its terms and conditions and submit a written agreement to this effect with the Director, SIHFW, Jaipur. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

9. The hard copy of bid documents shall be filled with ink or typed. 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.

#### **10. BID SECURITY:**

- i. Bid shall be accompanied with a bid security Rs. 40000.00 (Rs. Forty Thousand Only) for whole bid. Bids submitted without sufficient bid security will be summarily rejected.
- ii. The bid security of unsuccessful bidder shall be refunded soon after finalization of the bid and issue of work order to the successful bidder. Bidder should produce a pre stamped receipt as per Annexure-K with the bid document for that purpose.
- iii. Firms which are registered as micro or SSI Unit of Rajasthan with Commissioner of Industries, shall furnish the amount of bid security Rs. 10000/- (Rs. Ten Thousand Only) for whole bid. In respect of items for which they are registered to manufacture, shall submit an attested copy of acknowledgment of EM-II issued by DIC, with an affidavit on non-judicial stamp paper worth Rs. 10/- as per Annexure-G.
- iv. The Public Sector Undertakings need not furnish any amount of bid security. However, bid securing declaration shall be necessary.
- v. The bid security lying with the SIHFW in respect of other bids awaiting approval or rejection or on account of contracts being completed, will not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in case bids are re-invited for the same item.
- vi. In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and bid security may be forfeited. Bidder/his representative may also be banned/debarred. Report with police station may also be filed against such bidder/his representative.

#### **11. FORFEITURE OF BID SECURITY:**

The bid security will be forfeited if:

- i. The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid,
- ii. The bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority (on the request of the bidder),
- iii. The bidder does not deposit the 'performance security' after the supply order is placed/requested for signing the agreement,
- iv. The bidder fails to commence the supply of the items as per supply order within the time prescribed,
- v. The bidder fails to submit samples/demonstration of quoted item on demand,
- vi. The bidder violates any of the terms & conditions of the bid document.

## **12. GUARANTEE CLAUSE:-**

- (i) The bidder would guarantee that the subject matter of procurement would continue to conform to the description and quality as per technical specifications. Notwithstanding the fact that the purchaser may have inspected and/or approved the said subject matter of procurement during the guarantee period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise.
- (ii) The bidder shall, during the guarantee period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment operative.
- (iii) In case, any item supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to the Director, SIHFW, Jaipur. The supplier will not have any rightful claim to the payment of cost for substandard supplies, which may have been consumed, either in part or whole, pending receipt of laboratory test/inspection report, wherever required.

## **13. Opening of bids**

The quotations received as on 30/8/2014 (Till 1:00.PM) will be opened by the tender opening committee on at 3:00 PM on 30/8/2014 in the Board room, SIHFW. Parties interested may be present at the time of opening of quotations with their Letter of Authority or Proxy / Representative if attending should provide Authority Letter from principal quoting referred Tender Enquiries. Details of Tender Enquiry is also available on our website [www.sihfwrajasthan.com](http://www.sihfwrajasthan.com). You can contact us on telephone no. 0141-2706534 for any clarification before submission of quotation.

## **14. MARKING**

The subject matter of procurement, should bear marking "SIHFW Supply", without which the supply will not be entertained.

## **15. APPLICABILITY OF TAXES:**

As per applicable rules of the state and central governments.

## **16. COMPARISON OF RATES:**

- i. Only net rates should be quoted. No separate free goods or cash discounts should be offered. Rates must be valid for the entire bid validity period.
- ii. In comparing the rates quoted by a firm from outside Rajasthan and another bidder from within the state, the element of Central Sales Tax shall be added in the rates of the firm from outside Rajasthan and VAT or RST, if any, shall be excluded from the rates quoted. While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan VAT or CST shall be excluded from the rates quoted.
- iii. Consignee is Director SIHFW, Jhalana Institutional Area, Jaipur and the rates must be quoted accordingly. No cartage or transportation charges shall be payable.

- iv. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charges, including transit insurance, and any other levies or duties etc. on the subject matter of procurement, except VAT or CST.
- v. Excise duty or surcharge prevailing on the date of submission of bid rate must be included in the net rate. In the event of any subsequent variation (increase or decrease) in the rate of excise duty, VAT or CST by the government (state or central), the same will be admissible accordingly.
- vi. If the rates of item quoted are found same from two or more bidders, then the bidders shall be asked to submit revised reduced rates within the time period given by SIHFW.
- vii. The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialed with dates. Element of the Rajasthan VAT or Central Sales Tax should be mentioned separately.
- viii. The bidder will exercise all due diligence at their own level regarding applicability of other taxes, duties and fees etc. for the unit of supplies as specified in the bid document and accordingly include the same in their quotes. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained later on any account.
- ix. (A) No part of the bid document should be detached/deleted.
- x. (B) The bidder shall sign with seal on every page of the bid form and terms & conditions (Annexure-C & E) in token of his acceptance of all the terms & conditions of the bid and submit the same along with bid documents. He/she should also sign at the bottom of each page of the original bid items, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.
- xi. Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, this shall render the bid to be rejected without notice.

## **17. SUBMISSION OF SAMPLES & DEMONSTRATION:**

- i. Samples must be sent of the quoted items free of cost on demand if required by SIHFW even though the specifications or descriptions etc. are mentioned in the bid form are complied. In the event of non submission of samples within the prescribed period on demand, the bid shall not be considered and bid security shall be forfeited. SIHFW may grant extension in time for submission of samples on the request of bidder.
- ii. Samples of the unsuccessful bidder should be collected back from the SIHFW, Jaipur within the period intimated. SIHFW will not be responsible for any damage, wear and tear or loss during the course of testing/examination etc. SIHFW would retain the sample of approved item for one month beyond expiry of contract. SIHFW shall not be responsible for any damage, wear & tear or loss in this period. SIHFW will not make any arrangement for return of samples even if the bidder agrees to pay the cost of transportation. The uncollected samples shall stand forfeited to the SIHFW after the period allowed for collection and no claim for cost etc. shall be entertained
- iii. Sample should be strictly according to the item quoted in the bid form failing which the bid will not be considered. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below:-
  - (A) Name and full address of the firm,
  - (B) Catalogue No. and name of item,
  - (C) Name of section,
  - (D) Name of manufacturer,
  - (E) Brand.

- iv. No change in marking on sample will be allowed after the submission of the sample.

#### **18. PERFORMANCE SECURITY (P.S.):**

- i. Successful bidders, whose offers are accepted, will have to deposit performance security @5 % of the value of the indicative quantity in the bid for each item by a Demand Draft or Banker's Cheque in favor of Director, State Institute of Health & Family Welfare payable at Jaipur at the time of agreement. The firms, which are registered as SSI units of Rajasthan, shall be required to deposit performance security, as may be applicable under the rules.
- ii. The firm may submit Bank Guarantee issued by any scheduled bank. The Bank Guarantee, if given for performance security, shall be for a validity period of 6 months, beyond the guarantee period sought for the item.
- iii. The Performance Security (P.S.) shall be 5% of the total value of stores ordered for supply. The Procurement Officer will not release payment for supplies, until the additional Performance Security due is either deposited by the supplier or additional P.S., as calculated, is withheld.
- iv. The bid security of successful Bidder may be adjusted towards Performance Security.
- v. The performance security shall be refunded after one month after satisfactory completion of contract and after satisfying that there are no dues outstanding against the bidder.
- vi. Firms, which are registered as micro and SSI units with the Department of Industries, Rajasthan shall furnish the amount of performance security @1% of value of indicative quantity as per bid catalogue on furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit as per Annexure-G.
- vii. It is to be noted that earlier bid security and performance security, even if lying in this department shall not be considered towards this contract and therefore fresh bid security/performance security shall be deposited.
- viii. The SIHFW will pay no interest on bid security or performance security amount.
- ix. The bidder shall furnish the following documents at the time of execution of agreement:-
  - (i) Attested copy of Partnership Deed, in case of Partnership Firms;
  - (ii) Registration Number and year of registration, in case partnership firm is registered with Registrar of Firms;
- x. Address of residence and office, telephone numbers, in case of Sole Proprietorship with registration issued by Registrar of Companies, in case of Company,
- xi. In case of breach of any terms and conditions of the contract or on unsatisfactory accomplishments, the amount of performance security shall be liable to forfeiture by Director, SIHFW, Jaipur and decision of Director, SIHFW, Jaipur shall be final.
- xii. Government departments and Public Sector undertakings/agencies need not to furnish any amount of Security Deposit.

#### **19. TERMS OF PAYMENT:-**

- i. Unless otherwise agreed between SIHFW and the firm, payment/part payment for the delivery of the stores will be made on submission of bills in proper form by the firm. Payment will be released after inspection by the committee and safe delivery at Jaipur. In case of delayed supplies, deduction of L.D. as per provisions shall be made from payments. The firms shall seek time extension from SIHFW before delayed dispatch of supplies.
- ii. Payment shall be made by RTGS/account payee bank demand draft/banker's cheque, as the case may be. Expenses on this account, if any, shall be borne by the firm.
- iii. No advance payments towards cost of items will be made to the bidder.

- iv. All bills/invoices should be raised in triplicate and in the case of Excisable items; the bills should be drawn as per Central Excise Rules in the name of the authority concerned.
- v. If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Director, SIHFW, Jaipur immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.

## **20. LIQUIDATED DAMAGES:**

- i. The time specified for delivery of goods in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- ii. In case of extension in the delivery period with liquidated damages, recovery of L.D. shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :-
  - (a) Delay up to one- fourth period of the prescribed Delivery Period - 2.5%
  - b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5%
  - (c) Delay exceeding half but not exceeding three- fourth of the prescribed delivery period -7.5%
  - (d) Delay exceeding three- fourth of the prescribed period -10%
 Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.
- iii. 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 Director SIHFW, Jaipur for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by purchase officer after sanction of extension in delivery period.
- iv. Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage.

## **21. PACKING & INSURANCE**

- i. The good will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the supplier and the SIHFW shall not be required to pay any such charges, if incurred.
- ii. The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damages, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost such amount shall be admissible. The firm may keep its agent to verify and damages or loss discovered at the consignee's store, if it so likes.

## **22. REJECTION**

- i. Articles not as per specification or not approved shall be rejected by the consignee and will have to be replaced by the supplier firm at its own cost within 15 days or as time limit fixed by the corporation.
- ii. All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of Director, SIHFW, Jaipur as to the quality of stores be final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard/spurious, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- iii. If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by Director SIHFW, Jaipur shall be final.
- iv. The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
- v. No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement. Joint inspection of defective material may be carried out as required by SIHFW. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.
- vi. In case firm wants to take back item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material may be returned to supplier firm for rectification.
- vii. The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.

## **23. CORRECTION OF ARITHMETIC ERRORS:**

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

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

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



**24. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:**

- i. The quantity of purchase originally indicated in the bidding document may vary by 10 % without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
- ii. If the SIHFW procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions laid herein.
- iii. If the Bidder fails to supply, the SIHFW shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.

**25. VALIDITY OF BID:**

Bids shall be valid for a period of 120 days from the date of opening of the bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such instances bid security shall not be forfeited.

**26. PRICE ESCALATION:**

Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the purchases made under this or agreement. However, the provisions provided for tax variations are exclusive to this clause.

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

1. The Designation and address of the First Appellate Authority is Registrar SIHFW, Jaipur. .
2. The Designation and address of the Second Appellate Authority is Director, SIHFW, Jaipur

Director SIHFW  
Jaipur

I/We have read the above terms and conditions and I/We agree to abide myself/ourselves by the above terms & conditions of the bid document.

Signature of the bidder

**28. Special terms and conditions:-**

1. The bid form duly signed in all respect, bid security and all other required documents should be submitted.
2. The Technical Bid should be submitted in an envelope "A" and Financial Bid in Envelop "B". Both the envelopes should be submitted in one outer envelope cover labeled "**Bid for Iron Stool with Wooden Top and Bottom**" otherwise bid will not be considered.
3. Conditional bids will not be considered.
4. Transshipment will be permitted and partial shipment not allowed.
5. Normally, payment will be released after receipt of goods by the consignee in good and satisfactory condition.
6. The bidder should quote rates in Indian rupees and payment will be made in Indian rupees (INR) only.
7. All certificates should be valid on the date of submission of bids and issue of supply order.
8. The bidder shall be a manufacturer/fabricator/carpenter firm.
9. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement 'Act and Rules made there under.
10. For releasing payment above Rs.50,000/- please mention the details for E-payment comprising of Bank Name, Bank Address, Bank code, Branch Code, RTGS/IFSC, MICR Code, PAN, TAN and TIN numbers and Current Account Number in your quotation. (Also submit a copy of one cancelled cheque along with your bill).

I/We have read the above terms and conditions and I/We agree to abide by the same.

Director, SIHFW  
Jaipur

Signature of Bidder with Seal

**Annexure D**

**Rate Quotation Form for 2300 units**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Unit rate/price Inclusive of all expenses</b>	<b>CST(if Applicable)</b>	<b>Net cost</b>	<b>VAT</b>	<b>Remarks</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>F=(C+D)</b>	<b>G</b>	
<b>1</b>	<b>Iron Stool with Wooden Top and Bottom as per specifications at Annexure E</b>					

I/We hereby confirm that above rates/prices are full and final and will not be changed during bid period.

I/We agree to abide by the norms of SIHFW for evaluation of bid prices.

I/We agree to submit revised lower prices in case the above prices are lowest with one or more bidder.

The above prices are inclusive of all expenses and SIHFW is not responsible to pay for any expenses other than the prices quoted above.

**Signature of the bidder with seal**

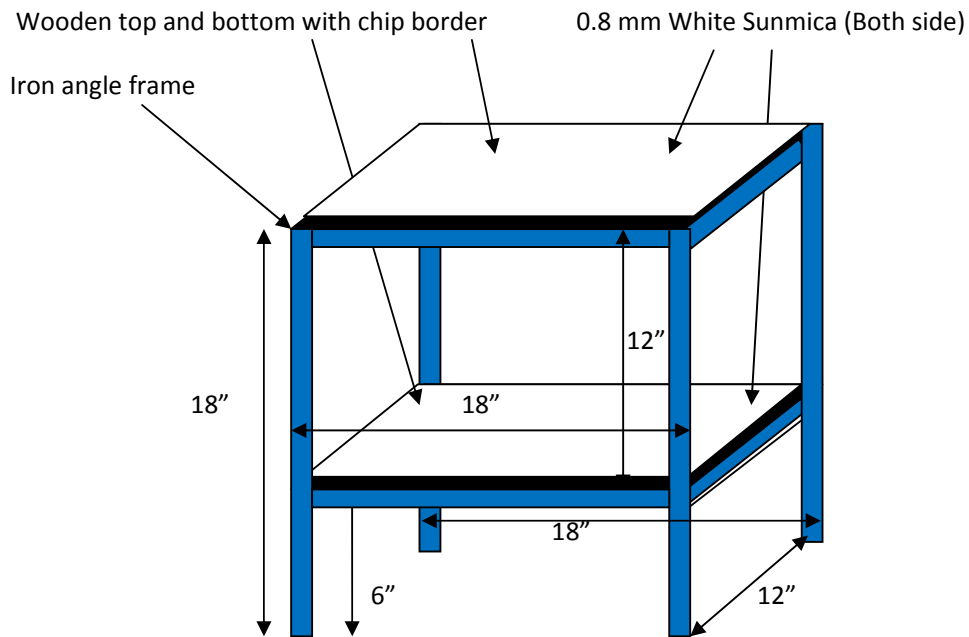
**Name of the authorized signatory**

**Designation**

**Date**

**Specifications for stool****Material**

- Iron frame for stool of 3 mm thick 1" size Iron angle; Height 18" , length 12" , width 18" (a variation up to 3 mm in height and 2mm in length and width is acceptable)
- Wooden top and bottom base of ISI Mark, 25.4mm thickness, Commercial Board,
- Border of 28mm Wooden Chip of Teak Wood around the Top and Bottom of wooden board to be fitted in the iron frame as shown in the picture below so as to raise the level of wooden area above the level of the iron frame.
- 0.8 mm White Sunmica sheet pasted on top and bottom wooden base (on both surfaces) and blue paint on Iron frame.



**ANNEXURE-F**

(On firm's letter head)  
**ANNUAL TURN OVER STATEMENT**

The Average Gross Annual Turnover of M/s. ....  
Address ..... for the past  
three years are given below and certified that the statement is true and correct.

Sl. NO.	Financial Years	Turnover in Lakhs (Rs)
1.		
2.		
3.		
	Total	Rs. .... Lakhs

Average gross annual turnover - Rs. ....Lakhs

Note: - Turn over for the year 2013-14 may also be considered, if the accounts are audited and certified by C.A.

Date

Signature of the bidder

Signature of Auditor/Seal  
Chartered Accountant  
(Name & Address.) Tel. No.  
Mob. No.

**Format of Affidavit for EM-II**  
**(As may be applicable)**  
(On Non Judicial Stamp Paper of Rs. 10/-)

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

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

Place .....

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

(ON A NON JUDICIAL STAMP PAPER OF RS. 100/-)

**DECLARATION**

I/W e M/s. ....  
 represented by its Proprietor/managing Partner/Managing Director having its Registered  
 Office at .....and its Factory/Premise at  
 ..... do declare that I/we have carefully read all the  
 conditions of bid no ..... Dated ..... including all the  
 amendments in .....Ref .....for **SUPPLY OF IRON STOOL WITH WOODEN  
 TOP AND BOTTOM** and accept all conditions of bid including amendments, if any.

I/W e agree that the Director, SIHFW, Jaipur may forfeit bid security and or performance  
 security and debar me/us for a period specifying in orders, if any information/document  
 furnished by us is proved to be false/fabricated at the time of inspection and not complying  
 with the terms and conditions (Annexure-C) of the bid document as presented in bid, and  
 other relevant documents including specifications of the item.

Signature & Seal of  
 bidder

Name & Address:

Note: - To be attested by the Notary

(Shall be submitted on letter head of firm)

**Declaration by the Bidder regarding Qualifications**

In relation to my/our bid submitted to Director, SIHFW, Jaipur for procurements of Iron stool with wooden top and bottom in response to their Notice Inviting Bids No F-26(13)/SIHFW/UNICEF/Cold Chain/Proc/2014-15/6246 Date:14-8-2014, 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 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 subjected 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:

Signature of bidder

Place:

Name:

Designation:

Address:



(Shall be submitted on letter head of firm.)

**Declaration**

Date: \_\_\_\_\_

NIB No.: \_\_\_\_\_

I/We a legally constituted firm/body \_\_\_\_\_ and represented by \_\_\_\_\_ declare that I am/ we are Government firms/Public sector undertakings/ agencies/ Manufacturers/ Fabricator/ Carpenter firm (Mark ✓ as applicable) in the Goods and Related Services for which I/W e have Bid.

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.

Signed .....

Name .....

In the capacity of .....

Duly authorized to sign the Authorization for and on behalf of.....  
.....

Tel:. ....

Fax: . ....

E-mail: . ....

Date: . ....

**Receipt of Bid Security**

**Ref:** Notice Inviting Bids No F-26(13)/SIHFW/UNICEF/Cold Chain/Proc/2014-15/6246 Date:14-8-2014

Received a sum of Rs.....(in words also)

.....

From SIHFW as refund of bid security for above referenced bid

.....

Seal and signature of  
authorized signatory of the firm