



**Rajasthan Medical Services Corporation Limited, Jaipur**  
**D-Block, Swasthya Bhawan, C-Scheme, Jaipur - 302005**



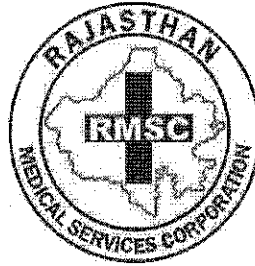
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No. F-8( ) RMSC/EPM/M-3/15-16/NIB-162/Mother Milk Bank/ 384

Dated: 19.3.2016

## BIDDING DOCUMENT



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NIB NO. 162  
(YEAR 2015-16)

DATED : 19.03.2016

LIMITED E-BID FOR THE PURCHASE OF  
MOTHER MILK BANK EQUIPMENTS

LAST DATE OF SUBMISSION OF BIDS : 22.3.2016



**Rajasthan Medical Services Corporation Limited, Jaipur  
D-Block, Swasthya Bhawan, C-Scheme, Jaipur - 302005**



Ph. No. 0141-2223887, Fax No. 0141-2228065

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No. F-8( ) RMSC/EPM/M-3/15-16/NIB-162/Mother Milk Bank/384

Dated: 19.3.2016

**Notice Inviting Limited E-Bid**

Limited E-Bid are invited upto 1.00 PM of 22.03.2016 for the purchase of Mother Milk Bank Equipments. Details may be seen in the Bidding Documents at our office or at the website of State Public procurement Portal <http://sppp.raj.nic.in>, [www.rmssc.nic.in](http://www.rmssc.nic.in) and may be downloaded from there.

**Executive Director (EPM)  
Rajasthan Medical Services Corporation  
Rajasthan, Jaipur.**

**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.  
RAJASTHAN**

**LIMITED E-BID FOR THE PURCHASE OF MOTHER MILK BANK EQUIPMENTS**

Bid Reference : F 80 RMSC/EPM/M-3/2015-16/NIB- 162/ Mother  
Milk Bank/384 Dated 19-03-2016

Last date and time of submission : 22.03.2016 upto 1:00 PM  
of bids

Date and time of opening of : 22.03.2016 at 3:00 PM  
of bids

RISL Processing Fees : Rs.1000/-

## **GENERAL INSTRUCTION FOR BIDDERS**

The bidders are instructed to read the complete bid document carefully. The following points may be noted so that mistakes/lapses/shortcomings during Bid submission may be avoided.

1. *It is expected from all 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 DSC. So that the confidentiality of your bid/ rates is maintained upto bid opening & that your documents are not put to any misuse.*
2. *Complaints lodged in RMSC should bear signature, name, Id proof and mobile number of the complainant. This is important as RMSC has received many complaints in the past on letter heads of certain companies who later on denied to have made the complaint upon their verification. Rather, a few companies have asked RMSC to take action against those persons who have fraudulently made use of their letter heads. Therefore, unauthenticated complaints may not be acted upon.*
3. *In case you are given any assurance of any advantage in RMSC, by anybody or if you are directly or indirectly threatened or intimidated of harming your bidding & subsequent work in RMSC, please inform immediately about the same to MD, RMSC or ED(Proc.) RMSC. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person / institution and their details can be put on the website.*
4. *It is advisable for you to authorize only those persons for RMSC tender who are employed in your company on salary basis.*
5. Quote Only for the Products for which you are Bonafide Dealer/ Authorized Dealer. For this Purpose you will have to submit Declaration in BF-I and the Authorization/ Dealership taken from the Manufacturer or Country Distributor in India.
6. Quote rate in BOQ for each Item including Excise Duty and VAT/CST Separately in Prescribed Columns in BF-V.
7. The Bid should be submitted through State Public Procurement Portal <http://sppp.raj.nic.in> .
8. Bids received after the specified time and date shall not be accepted.

9. The RMSC is not bound to accept the Lowest Bid and may reject any or All bids without assigning any reason there off.
10. It is clarified that the information required in bidding document should be submitted only in enclosed format Bidding Form (BF-I to BF-IX) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
11. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

**TABLE-1**  
**List of Equipment & Instruments**  
**(For 10 Mother Milk Banks)**

S. N.	Name of Equipment & Instruments	Indicative Quantity (In no.)	Place Where Supplied
1	Stainless Steel Dressing Drum (9.5 Inch Height, 13.5 Diameter)	10 Nos.	A.K. Hospital Beawar, District Hospital, Alwar, Banswara, Baran, Bhilwara, Bharatpur, Bundi, Chittorgarh, Churu and Tonk
2	S.S. Tray (24" x 9") x 2	20 Nos.	-do-
3	Beaker - 2L (For measuring milk) x 2	20 Nos.	-do-
4	Plastic container with lid for 30ml Bottle (12 Bottles can be kept in it)	10 Nos.	-do-
5	Glass Beaker - 400ml	10 Nos.	-do-
6	Sterile Vial-5ml x 300 Nos (For Blood Sample)	3000 Nos.	-do-
7	Dettol or Sevlon (1 ltr )	10 Nos.	-do-
8	Soap (125gm) x 5	50 Nos.	-do-
9	Nipple wipes-5 packets x 5	50 Nos.	-do-
10	Glass Bottle- 30ml x 3000 Nos with extra 2 aluminum cap (For milk)	30000 Nos.	-do-
11	Milk Culture Sample Container-5ml x 200 NO'S	2000 Nos	-do-
12	Hot and Cold Dispenser with 20 ltr Capacity (Drinking water)	10 Nos.	-do-
13	LED TV (24" or 25")	10 Nos.	-do-
14	Sodium Hypo chloride-4%	10 Nos	-do-
15	Hand Wash Alcohol Based (Antibacterial)	10 Nos.	-do-
16	Manual Breast Pump x 2	20 Nos.	-do-
17	Multifunction Sterilization Machine	10 Nos.	-do-

**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.  
RAJASTHAN**

**LIMITED E-BID FOR THE PURCHASE OF MOTHER MILK BANK EQUIPMENTS**

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as Bids Inviting Authority unless the context otherwise requires) LIMITED E-BID FOR THE PURCHASE OF MOTHER MILK BANK EQUIPMENTS.

**1. LAST DATE FOR RECEIPT OF BIDS**

- (a) Limited E-Bids [in single cover (Technical & Price Bid)] will be received till 22.03.2016 at 1.00 PM by the Rajasthan Medical Services Corporation Ltd, for the Mother Milk Bank Equipments (As Per Table I).
- (b) The E-Bids shall be valid for a Period of 70 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Bid Inviting Authority may request the Bidders to extend the bid validity for another period of 30 days.
- (c) The e-Bids will be received on State Public Procurement Portal <http://sppp.raj.nic.in> of GoR. Every Bidder will be required to pay processing fee of Rs.1000.00 of R.I.S.L. through D.D. / bankers cheque in favour of MD, RISL ( Bid processing fees) physically in the office of RMSC by 1.00 PM on 22.03.2016 In the absence of processing fees the Bids will be rejected and will not be opened.

**2. ELIGIBILITY CRITERIA**

Bidder shall be Bonafide Dealer/ Authorized Dealer. For this Purpose you will have to submit Declaration in BF-I and the Authorization/ Dealership taken from the Manufacturer or Country Distributor in India.

(a) **Explanatory Note:-**

- 1) **The merger / amalgamation / transfer of business / transfer of assets / share in sister concern / share in joint venture etc. of a firm affect the bid condition relating to 'Turnover' in preceding years. The eligibility of a**

bidder in this regard shall be ascertained by the Purchase Committee on the basis of the above stated agreement / BOD resolution / CA certificate or any other document(s) annexed with the tender documents and the decision of Purchase Committee shall be final.

2) The VAT/ Sales Tax and other taxes clearance certificates or declaration to be submitted by the Bidder. Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer or affidavit (in BF-II on Non Judicial Stamp Paper worth Rs. 10/-) and the 'PAN' issued by Income Tax Department..

(b) Bid should not be submitted for the product/products for which the concern/ Bonafide Dealer/ Authorized Dealer stands blacklisted/banned/debarred either by Bid inviting Authority or Govt. of Rajasthan *or its departments* on any ground. The Bid should not be submitted for those products also for which the concern/ Bonafide Dealer/ Authorized Dealer stands blacklisted/banned/debarred by any other State/Central Govt. or *it's any agencies* .

(C) The concern/ Bonafide Dealer/ Authorized Dealer which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority (RMSC) or Govt. of Rajasthan *or its departments* on the date of bid (submission, shall not be eligible to participate in the Bid (Bidder should submit Under taking in BF-II).

### **3. PURCHASE PREFERENCE**

- i. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However these units will be required to participate in Bidding process and match L-1 price.
- ii. **Comparison of rates of firms outside and those in Rajasthan:-**

While tabulating the Bids of those firms which are not entitled to price preference, the element of Rajasthan VAT shall be excluded from the rates quoted by the firms of Rajasthan and the element of CST shall be included in the rates quoted by the firms of outside Rajasthan. In such case if the price of any commodity being offered for sale by firms in Rajasthan is the same or lower (excluding Rajasthan VAT) than the price of firm outside Rajasthan (including element of CST), the commodity shall be purchased from the firm in Rajasthan.
- iii. VAT on Medical Equipments are exempted in Rajasthan. RMSCL will issue necessary exempted certificate.

- iv. RMSC will also issue "C-certificate" in case of interstate supply. Therefore concessional CST should be charged

#### **4. GENERAL CONDITIONS**

- i. At any time prior to the date of submission of Bid, Bid Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Bidder, modify the condition in Bid documents by amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority may at his discretion, extended the date and time for submission of Bids.
- ii. Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority.
- iii. In case any document submitted by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected.

#### **5. TECHNICAL BID**

**The Bidder is required to produce the following document with Bid :**

1. Cost of bid document, RISL processing fee and bid security.
2. Declaration by the Bidder Regarding Qualifications **(BF-I)**.
3. Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer or declaration and the 'PAN' issued by Income Tax Department **(BF-II)** .
4. Duly signed scanned copy of Bid Document Conditions or **BF-III**, as acceptance of terms & conditions;

**The Bid shall be rejected if any of the above is not submitted.**

- (a) Bidders are allowed the option to quote for anyone item or more items as mentioned in bid ( list of Equipments proposed to be purchased at Table-D).
- (b) Documentary evidence for the constitution of the company/Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.



(c) Copy of the valid Authorization/ Dealership taken from the Manufacturer or Country Distributor in India for each and every product quoted as per specification in the Bid. The Authorization must have been duly renewed/ valid up to date and the items quoted shall be clearly highlighted in the Authorization.

(d) Authorization/nominating a responsible person of the Bidder to transact the business with the Bid Inviting Authority **with photograph in Annexure (BF-IV)**

6. **PRICE BID** –

The price bid will also be known as financial document and every bidder will be required to submit its price in excel format attached to the bid document (BOQ)(BF-V). **BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this bid. Bidders are allowed to enter the bidder name and values only. The bidder should quote rate for the mentioned packing unit only. The Quoted rates for each Item shall only be filled in BOQ.**

7. **OPENING OF FINANCIAL BID**

The Bid will be scrutinized by Bid evaluation committee. Price Bid (BOQ) of the *Bidder* found eligible on satisfying the criteria for technical evaluation and inspection, will only be opened.

8. **OTHER CONDITIONS**

1. The orders will be placed by the Managing Director or any officer designated, Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).

2. The details of the required Equipments are shown in **Table-I**. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination. *The commitment quantity for an item submitted by the bidder (in Table-I) shall be taken in to account and a bidder not having adequate capacity (as reflected in commitment quantity) may be technically disqualified.*
3. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales tax) should be quoted for each of the required Equipments etc., separately on door delivery basis according to the unit ordered. Bid for the supply of Equipments etc. with conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful Bidders. No quantity or cash discount should be offered.
4. **The price should not appear on the label.**
5. The rates quoted and accepted will be binding on the Bidder during validity period of the bid and any increase in the price (except increase due to Excise Duty or any other statutory taxes) will not be entertained.
6. No Bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him after last date fixed for receipt of bid. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.
7. The rates should be quoted only for the composition stated in the Bid.
8. Supplies should be made directly by the bidder and not through any other agency.

9. The Bidder shall allow inspection of the Office and godown of the Bidder at any time by a team of Experts/Officials of the Bid Inviting Authority and or of the Govt. of Rajasthan. The Bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for any such inspection, its Bids will be rejected.

**9. ACCEPTANCE OF BID**

1. The Bid evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the Bid with reference to various criteria.
2. Bid Inviting Authority reserves the right to accept or reject the Bid for the supply of all or any one or more items of the Mother Milk Bank equipments Bided for in a Bid without assigning any reason.
3. Bid Inviting Authority, or his authorized representative (s) has the right to inspect the Registered Office / godown of Bidders, before, accepting the rate quoted by them, or before releasing any purchase order(s), or at any point of time during the continuance of Bid and also has the right to reject the Bid or terminate/cancel the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.
4. The acceptance of the Bids will be communicated to the successful Bidders in writing by the Bid inviting authority.
5. The approved rates of the successful Bidders would be valid for 90 days (*w.e.f date of letter of acceptance*)
6. *Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.*

**10. PERFORMANCE SECURITY**

The Successful Bidders shall be required to pay performance Security Deposit @ 5% of the Contract value. Performance security will not be taken from undertaking, corporation of GoI & GoR.. The SSI Units of Rajasthan shall be required to pay Performance security @ 1% of the contract value.

The performance guarantee should be paid upfront in respect of each contract on or before the due date fixed by Bid inviting authority in the form of

Bank Guarantee (**Performa given in BF-VI**) in case the amount exceeds Rs 1 Lakhs. For amount of upto 1 Lakhs it should be deposited in the form of demand draft/bankers cheque issued by a scheduled bank (the validity of bank guarantee should be for a period of twelve month from the date of issuance of Bank Guarantee) in favor of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Bid inviting authority before releasing the purchase order by the ordering authority.

**Performance Security shall remain valid and refunded 60 days beyond the date of completion of all contractual obligations or after 12 months from the date of issuance of letter of acceptance, whichever is later.**

**11. AGREEMENT**

- a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation letter of interest by the Bid Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd.** The Specimen form of agreement is available in **BF-VII, failing to submission of performance security and execution of agreement within 10 days as stipulated, will result in consequential action.**
- b) The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part thereof to any person or persons whatsoever.
- c) All notices or communication relating to, or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode.

**12. SUPPLY CONDITIONS**

1. Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority. Equipments will be supplied at 10 District Mother Milk Banks ( as per Table-I).
2. The supplier shall supply the entire ordered quantity before the end of 07 days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day.

3. All supplies will be scheduled for the period from the date of purchase order till the completion of the bid in installments, as may be stipulated in the purchase order.
4. If supplies are not fully completed in 15 days from the date of the Purchase Order. The provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the Equipments at the Mother Milk Banks at District level specified in the Purchase Order and if the Equipments supplied at a designated place other than those specified in the Purchase Order, transports charges will be recovered from the supplier.
5. If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of Mother Milk Bank for which the Purchase orders have been placed from any other sources **(bidders who have been technically qualified in the said bid)** or in the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Bid inviting authority has every right to recover the cost and impose penalty. The Right of Penalty at the discretion of MD RMSC apart from terminating the contract for the default.
6. The order stands cancelled after the expiration of delivery period, and if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the performance security and shall invite other penal action like blacklisting/Debarring disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority.
7. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
8. If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the Bidder within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered

reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes.

9. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Bid Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of "Customs" or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Bidder Inviting Authority.
10. *If the supplier , or any of its approved items gets debarred/banned/blacklisted in any states after entering into agreement with RMSC, it shall be the responsibility of the supplier to inform RMSC without any delay about the same.*

**13. Technical Specification of Equipments for Mother Milk Banks:**

S. N.	Name of Equipment & Instruments
1	Stainless Steel Dressing Drum (9.5 Inch Height, 13.5 Diameter)
2	S.S. Tray (24" x 9") x 2
3	Beaker - 2L (For measuring milk) x 2
4	Plastic container with lid for 30ml Bottle (12 Bottles can be kept in it)
5	Glass Beaker - 400ml
6	Sterile Vial-5ml (For Blood Sample)
7	Dettol or Sevlon (1 ltr )
8	Soap (125gm) x 5
9	Nipple wipes-5 packets x 5
10	Glass Bottle- 30ml with extra 2 aluminum cap (For milk)
11	Milk Culture Sample Container-5ml
12	Hot and Cold Dispenser with 20 ltr Capacity (Drinking water)
13	LED TV (24" or 25")
14	Sodium Hypo chloride-4%
15	Hand Wash Alcohol Based (Antibacterial)
16	Manual Breast Pump x 2
17	Multifunction Sterilization Machine

#### **14. Submission of samples & demonstration:**

- (i) Samples must be sent of the quoted items free of cost on demand by RMSCL even though the specifications or descriptions etc. are mentioned in the bid form are complied. No sample will be accepted after prescribed period. 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. RMSCL may grant extension in time for submission of samples on the request of bidder.
- (ii) Samples of equipment/ instrument of the unsuccessful bidder should be collected back from the E.D. (EPM), RMSCL, Jaipur within the period intimated. The corporation will not be responsible for any damage, wear and tear or loss during the course of testing/examination etc. The corporation would retain the sample of approved item for one month beyond expiry of contract. The corporation shall not be responsible for any damage, wear & tear or loss in this period. The corporation 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 corporation after the period allowed for collection and no claim for cost etc. shall be entertained.
- (iii) The bidder may be asked to demonstrate the technique, procedure and utility of equipment as per specifications given in the bid document before the technical committee of the corporation.
- (iv) 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.
- (v) No change in marking on sample will be allowed after the submission of the sample.

#### **15. Liquidated damages:**

- (i) The time specified for delivery 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. (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 M.D. RMSC Ltd., 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.

(iii) 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.

(iv) If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approved from M.D., RMSC Ltd., Jaipur. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.

The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to



purchase the items on risk purchase provision at the expiry of the prescribed supply period.

## **16. Terms of payment:**

- (i) Unless otherwise agreed between the corporation 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 shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee along with the bill. Installation/commissioning of equipment and rendition of required satisfactory training to the consignee's personnel, if any, shall also be necessary for releasing payment. In case of delayed supplies, deduction of L.D. as per provisions shall be made from payments. The firms shall seek time extension from the Corporation 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. The firm should furnish pre-stamp receipt in BF-VIII.
- (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 M.D., RMSCL, 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.
- (vi) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in Excise Duty, the bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.

- (vii) In case of successful bidder has been enjoying excise duty exemption on any criteria, such bidder will not be allowed to claim excise duty at later point of time during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.

If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made/decided by M.D. RMSCL.

**17. SAVING CLAUSE**

No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

**18. JURISDICTION**

In the event of any dispute arising out of the Bid or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honorable High Court (Jaipur Bench **only**).

**19. CORRECTION OF ARITHMETIC 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 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.

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

The Designation and address of the First Appellate Authority is Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan.

The Designation and address of the Second Appellate Authority is Principal Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan and Chairman, RMSCL.

**i. 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 of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

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

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

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

**iii.** If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in

the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

**iv. Appeal not to lie in certain cases**

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

- (a) Determination of need of procurement;
- (b) Provision 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.

**v. Form of Appeal**

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee. Format for Appeal is in BF-IX.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

**vi. Fee for filling appeal**

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

**vii. Procedure for disposal of appeal**

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

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate

Authority, as the case may be, shall,-

(i) Hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

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

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

**21. 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 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 any-competitive behaviour 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 part 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 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 specification of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

  
**Managing Director**  
**Rajasthan Medical Services Corporation**

**Declaration by Bidder**  
(On the letter head of the dealer)

I/We .....declare that I am/we are bona-fide dealer/Authorized dealer of.....(Name of Manufacturer/Country Distributor in India) in the equipment for which I/We have bid .

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our Performance security may be forfeited in full and the bid if any to the extent excepted may be cancelled. Authorization letter from manufacturer/Country Distributor is enclosed.

**Signature of Bidder with Seal**

*(On Firm's letter head)*

**Declaration and Undertaking**

*(Clause No. 14(9)(2))*

*(On Non Judicial Stamp Paper worth Rs. 10/- Attested by Notary Public and submitted with Cover- A)*

1. I/We certify that the quoted model (of quoted item) is of latest technology and is not outdated.
2. I/We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from RMSCL.
3. I/We do hereby undertake to ensure the availability of spare parts & consumables for quoted model of equipment for at least 10 years from the date of installation/supply.
4. I/We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any State Govt. or their subordinate departments from participation in bidding.
5. I/We hereby confirm that we have deposited all the VAT/Sales Tax / CST as on dated ..... with the concerned authority/department. No VAT/CST is due on the firm as on dated .....

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal



**BF-III**

*(ON A NON JUDICIAL STAMP PAPER OF RS. 10/-)*

**Declaration**

I/We M/s. .... represented by its Proprietor/managing Partner/Managing Director having its Registered Office 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..... (*Item name*) ..... for Rajasthan Medical Services Corporation Ltd. for the year 2015-16 and accepts all conditions of bid including amendments, if any.

I/We agree that the M.D. RMSCL, Jaipur may forfeit 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 of the bid document as presented in bid.

Signature & Seal of bidder  
Name & Address:

Note:- To be attested by the Notary

(On the letterhead of firm and notarized)

**Authorisation of Bidder by the Firm**

TO,  
The Managing Director/Executive Director (EPM),  
Rajasthan Medical Services Corporation Limited  
D, Block, Swasthya Bhawan, Tilak Marg, C-Scheme,  
Jaipur-302005, (Rajasthan)

Subject: Regarding authorisation of Bidder by the Firm.

Ref.: Your NIB No. 162 dated.....

Name of items.....

Dear Sir,

I/we.....(Name).....for M/s.....(Name of firm)..... who are proven and reputable Bonafide Dealer/Authorized Dealer .....(Name of item).....having Registered Office at .....(Address of Office)..... hereby authorize Mr.....(Name & Designation of Bidder).....to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents/NIB for the above goods Supplied by us.

I/we further confirm that no individual other than Mr.....(Name & Designation of Bidder), is authorised to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents for the above goods manufactured by our Firm.

I/we also hereby extend our full guarantee, as per Bid conditions of Contract, read with modifications/addendum, if any, in the General/Special Conditions of Contract for the goods and services offered for supply by the authorized Bidder/Signatory against this Bid document.

I/we also hereby confirm that we shall also be responsible for the satisfactory execution of contract placed on the authorized Firm.

This authorization shall be valid till the completion of the rate contract period and related services ie. Guarantee and Comprehensive Maintenance obligations etc., whichever is later.

The attested photocopy of photo ID/Voter ID/Driving License/Any other equal document for authorised person is enclosed here.

Yours faithfully,  
(Name & Signature of Chairman & CMD).....

For M/s .....  
AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized person Mr.....(Signature, Name & Address).....

**Financial bid for quoted item**

S. N.	Name Item With full Specification	Brand	Approx Qty.	Packing Unit	Net rate per packing unit (In Rs.)	Rate of RST (VAT) of Concessional CST against C-form, if applicable	Amount of RST (VAT) of Concessional CST against C-Form, if applicable	Rate of Excise duty (It should be included in net rate) (Col. 6)	Amount of excise duty workout accordingly Col. No.9	Total Amount In Rs. (6+8)	
1	2	3	4	5	6	7	8	9	10	11	
1.	Stainless Steel Dressing Drum (9.5 Inch Height, 13.5 Diameter)		10 Nos.	Each	Do Not quote rates here.						
2.	S.S. Tray (24" x 9")		20 Nos.	Each							
3.	Beaker - 2L (For measuring milk)		20 Nos.	Each							
4.	Plastic container with lid for 30ml Bottle (12 Bottles can be kept in it)		10 Nos.	Each							
5.	Glass Beaker - 400ml		10 Nos.	Each							
6.	Sterile Vial-5ml x 300 Nos (For Blood Sample)		3000 Nos.	Each							
7.	Dettol or Sevlon (1 ltr )		10 Nos.	Each							
8.	Soap (125gm)		50 Nos.	Each							
9.	Nipple wipes-5 packets		50 Nos.	Each							
10.	Glass Bottle- 30ml x 3000 Nos with extra 2 aluminum cap (For milk)		30000 Nos.	Each							
11.	Milk Culture Sample Container-5ml x 200 NO'S		2000 Nos	Each							
12.	Hot and Cold Dispenser with 20 ltr Capacity (Drinking water)		10 Nos.	Each							

13.	LED TV (24" or 25")		10 Nos.	Each			
14.	Sodium Hypo chloride-4%		10 Nos	Each			
15.	Hand Wash Alcohol Based (Antibacterial)		10 Nos.	Each			
16.	Manual Breast Pump		20 Nos.	Each			
17.	Multifunction Sterilization Machine		10 Nos.	Each			
					<b>Rates shall only be filled in BOQ <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a></b>		

**Note:-** The rates of consumables shall not be included/considered for determining the lowest bidder.

Date

Name in Capitals

Company /Firm Seal

Note: -

1. The concessional CST against c- form shall be applicable.
2. The rate quote should be inclusive of excise duty but exclusive of sales tax./vat
3. Excise component should be separately shown in column no.10 for further reference
4. Rate should be quoted on separate sheets for each item.
5. Rate should be quoted only for packing units as mentioned in the bid
6. No quantity or cash discounts should be offered.
7. Read all the terms & conditions before filling the BF-V.
8. Please quote rates in absolute amount only.

(On bank's letter head)

**FORM OF BANK GUARANTEE**

To  
Managing Director,  
Rajasthan Medical Services Corporation Ltd.,  
D-Block, Swasthya Bhawan,  
C-Scheme, Jaipur-302005

Whereas the Managing Director or Executive Director (EPM), Rajasthan Medical Services Corporation Ltd. (hereinafter called the "procuring entity/RMSCL") having entered into an agreement No..... dated..... with M/s ..... (hereinafter called the "approved supplier") for ..... (Name of item) here-in-after called "the said agreement" under which the Supplier(s) M/s ..... have applied to furnish Bank Guarantee (B.G.) to make up the full performance security.

1. In consideration of the RMSCL having made such a stipulation in agreement. We..... (Indicate the name of the Bank) here-in-after referred to as "the Bank" at the request of M/s..... Supplier (s) do hereby undertake to pay to the RMSC amount not exceeding Rs. (Rupees ..... only) on demand by RMSCL.
2. We ..... (Indicate the name of Bank), do hereby undertake to pay Rs. Any demur or delay, merely on a demand from the RMSCL any such demand made on the bank by the RMSC shall be conclusive and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RMSCL and We ..... (indicate the name of Bank), bound ourselves with all directions given by RMSCL regarding this Bank Guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).
3. We ..... (Indicate the name of Bank), undertake to pay to the RMSCL any money, so demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We ..... (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Agreement and that it shall continue to be enforceable till all the dues of the RMSC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier and accordingly discharges this guarantee.
5. We ..... (indicate the name of Bank), further agree with the RMSC that the RMSC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Supplier(s) from time to time or to postpone for any time or from time any of the powers exercisable by the RMSCL against the said supplier forbear or

enforce any of the terms and conditions relating to the said Agreement and forbear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier(s) or for any forbearance act or omission on the part of the RMSCL or any indulgence by the RMSCL to the said Supplied(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
7. We ..... (Indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RMSCL in writing.
8. This Performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RMSCL. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs. .... (Rupees ..... only).
9. It shall not be necessary for the RMSCL to proceed against the Supplier before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RMSC may have obtained or obtain from the Supplier.
10. The Bank Guarantee shall be payable at the Jaipur. If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expiry on the close of the next working day.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted Rs. ..../- (Rupees ..... ) and our guarantee shall remain in force up to date ..... unless a demand or claim under the guarantee is made on us in writing or by e-mailing on or before date ..... Therefore, after date ..... all your rights under the guarantee shall be forfeited and we shall be relived and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.

Dated .....day of..... For and on behalf of the Bank (indicate the Bank)

**Signature & Designation**

**E-mail address.....**

The above Bank Guarantee is accepted by the Managing Director, Rajasthan Medical Services Corporation, Jaipur.

*Signature*

*ED(EPM)*

For & on behalf of M.D. RMSCL

(Non – Judicial Stamp Paper of Rs. ....)

**AGREEMENT**

1. This deed of agreement is made on this ..... day of .....2015 for the rate contract period 2015-16 ending ..... of equipments item-----between M/s -----  
----- represented by Shri ..... Proprietor/Managing Director/Managing Partners having its registered office at ..... and its factory premises at..... (hereinafter called “the approved supplier”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the Rajasthan Medical Services Corporation Ltd.(RMSCL), represented by its Managing Director or Executive Director (EPM) having its office at D-Block Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as “The Procuring Entity” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
  
2. Whereas the supplier has agreed with the Procuring Entity, the equipments, instruments and other supplies with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the RMSC of the State of Rajasthan at its head office as well as at offices/consignees throughout Rajasthan, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **column No. ---** (Approved Rate-----) of the said attached schedule.
  
3. And where as the approved supplier has deposited with the Procuring Entity a sum of **Rs.-----** (**In words Rs.-----** **--only**) as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,
  - (i) The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipments, instruments and other supplies for Rajasthan Medical Services Corporation Ltd for the year 2012-13, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
  - (ii) (a) The agreement if for the supply by the Supplier to the Procuring Entity of equipments, instruments and other supplies specified in the

Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.

(b) The Agreement shall be deemed to have come into force with effect from the date .....and it shall remain in force for a period of eighteen months or as for extended period.

(c) The indicative quantity noted against each item in the table-1 attached hereto indicates only the probable total requirements of the Procuring Entity in respect of each item for the placement of supply orders. This quantity may increase or decrease at the discretion of the Procuring Entity. The supplier shall supplies for the equipments, instruments and other supplies on the basis of the supply orders placed to supplier from time to time by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of Rajasthan. As mentioned in bid document.

4. Now these Presents witness:

(i) In Consideration of the payment to be made by the RMSC or consignee offices at the rates set forth in the schedule hereto a appended the approved supplier will duly supply the said articles set forth in Schedule of Rates and supply order thereof in the manner set forth in the conditions of the bid 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.

(ii) The conditions of the bid and contract for open bid enclosed to the bid notice No..... Dated : ..... & corrigendum 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.

(iii) Letters received from Bidder and letters issued by RMSC in the regard of this bid and also as appended to this agreement shall also form part of this agreement.

(iv) (a) RMSC 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, RMSC will through Demand Draft/RTGS Transfer 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.

(b) The mode of payment will be as specified in terms & conditions of the bid i.e. through RTGS/ banker's cheque/Demand Draft etc.

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

S. N.	Items Quantity	Delivery Period
1	As supply orders	As per terms & conditions of bid



6. (i) The time specified for delivery 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 procuring entity.
- (ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail 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 delivery period. - 10%

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%.

- (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 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.
- (i) 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.

#### 7. Termination of contract on breach of condition

- (i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.
- (b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier

under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

(c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.

(ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.

(iii) Notice etc. in writing

All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing shall not be valid, binding or be of any effect whatsoever.

(iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of "custom" or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.

(v) Bankruptcy of the supplier:- In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be

operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.

- (vi) Serving of notice on supplier:- All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

**8. Dispute settlement:-**

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Managing Director, RMSC and the decision of the M.D. RMSC shall be final as per bid terms and conditions.

And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the present, the decision of the Managing Director, Rajasthan Medical Services Corporation Ltd in the matter shall be final and binding.

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred to by the Parties to the M.D, Corporation who will appoint his senior most deputy [ED,(P)] as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (Corporation or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.

9. If the rates of the approved items are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify RMSCL and reduce the rates in the same proportion.
10. The Firm shall furnish consolidated statement of supplies made, in **BF-XI** to ED (EPM),RMSC by the 10<sup>th</sup> of next month as per terms & conditions of the bid.
11. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.

**12. Jurisdiction:**

All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jaipur.

In witness whereof the parties here to have set their hands on the day..... of ..... 2016.

Signature of the approved

Executive Director (EPM)

Supplier with Seal

For and on behalf of  
Rajasthan Medical Services Corporation,  
Jaipur

Witness-1

Witness-1

Witness-2

Witness-2

*(On Firm's letter head)*

**pre- stamp receipt**

I/We received an amount of Rs.....nil..... from The Managing Director, Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur, through DD/BC No. ....nil.....dated.....nil.....or RTGS etc. as details for payment is given below:

1. Name of supplier.....
2. Name & address of Firm.....
3. Name of bank & branch.....
4. Bank a/c type : Saving/Current/Over Draft/.....
5. Bank a/c number.....
6. Bank branch MICR Code.....
7. RTGS/IFCS Code.....
8. NEFT/IFCS Code.....
9. PAN NO. ....
10. Bank contact person's name & Mobile no. : .....

This amount is received against refund of bid security of bid no. ...nil.....dated ...nil..... and sanction No. ....nil..... Dated .....nil.....

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal

*(On Firm's letter head)*

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

[See rule 83 of RTPP and GCC No.-30 (vi)]

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official Address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Ground of appeal:

.....  
.....  
.....  
..... (Supported by an affidavit)

7. Prayer:

.....  
.....  
.....  
.....

Place .....

Date .....

Appellant's Signature