

RAJASTHAN MEDICAL SERVICES CORPORATION
D Block, Swasthya Bhawan, Tilak Marg, C-Scheme JAIPUR (Raj)

TENDER FORM



॥ सर्वे सन्तु निरामयाः ॥

For

108 AMBULANCE ON TURNKEY BASIS

Rate contract cum Supply of Equipments & Instruments
(R.C. Period 2012-2014)

INDEX

S.No.	DESCRIPTION	PAGE NO.
1	NIT IN ENGLISH & HINDI	3-4
2	DIRECTIONS FOR BIDDERS/Tenderers IN HINDI & ENGLISH	5-6
3	LIST OF EQUIPMENTS & INSTRUMENTS	7
4	TENDER FORM	8
5	DECLARATION FORM (ANNEXURE-A)	9-10
6	A. GENERAL TERMS & CONDITIONS OF THE TENDER (ANNEXURE-B)	11-29
7	B. SPECIAL TERMS & CONDITIONS (ANNEXURE-B)	30-31
8	CATALOGUE OF ITEMS-SPECIFICATION (ANNEXURE-C)	32-43
9	PERFORMA OF FINANCIAL BID (ANNEXURE-D)	44
10	DECLARATION AND UNDERTAKING FOR INSTALLED MANUFACTURING CAPACITY CERTIFICATE, CERTIFICATE OF LATEST TECHNOLOGY AND RATE REASONABILITY, UNDERTAKING FOR AVAILABILITY OF SPARE PARTS & CONSUMABLES, UNDERTAKING FOR ACCEPTANCE OF COMPREHENSIVE GUARANTEE & CAMC, UNDERTAKING OF BLACK LISTING & BANNING (ANNEXURE-E) AFFIDAVIT REGARDING VAT/CST DEPOSIT.	45
11	STATEMENT OF ANNUAL TURNOVER (ANNEXURE-F)	46
12	STATEMENT OF PASS SUPPLIES AND PERFORMANCE PLANT & MACHINERY ETC. (ANNEXURE-G)	47
13	STATEMENT OF PLANT & MACHINE (ANNEXURE-H)	48
14	PRE STAMP RECEIPT (ANNEXURE I)	49
15	FORMAT OF AFFIDAVIT (T & C NO. 4(V), (9III)-EM-II (ANNEXURE-J)	50
16	SUPPLY STATUS IN STATEMENT NO. I & II (ANNEXURE-K-I, II)	51-52
17	COMPREHENSIVE MAINTENANCE AGREEMENT (ANNEXURE- L)	53-57
18	DECLARATION BY BIDDER – (ANNEXURE-N)	58
19	VERIFICATION OF CONTENTS – (ANNEXURE-O)	59
20	FORMAT OF OFFER LETTER	60-61
21	FORMATE OF SCHEDULE OF RATES	62
22	FORMATE OF AGREEMENT	63-67

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

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

E-Mail – rmsc@nic.in

No. F-8()RMSC/EPM/M-2/Amb.108/12-14/NIT-09 /12/133

Dated: 16.11.12

NOTICE INVITING TENDER

E-Tenders are invited for the Rate Contract and Supply of Instruments/ equipments/ Items for the R.C. period 2012-14 as per following schedule:-

S. No.	Name of Item	Estimated Quantity	Estimated cost in Rs. in lacs	EMD	Eligibility for bidder
1	Ambulance (108) (On Turnkey Basis)	300	3900.00	2% of estimated cost	Only Vehicle Manufacturer /Fabricator/ Consortium (Upto two partners in which one is essential to be vehicle manufacturer & other to be Fabricator)

- (i) Date of selling of tender form - 22.11.2012 from 11.00 A.M
- (ii) **Date of Pre-Bid Meeting** - **30.11.2012 at 3.00 P.M.**
- (iii) Last Date for sale of tender form - 03.01.2013 upto 06.00 P.M.
- (iv) Last Date of receipt of tender - 04.01.2013 upto 01.00 P.M.
- (v) Date of opening of technical Bid - 04.01.2013 at 03.00 P.M.

1. Detailed particulars of the list of equipment required, tender documents & specifications of equipment may be seen on the govt. of Rajasthan Public Relations Department's Website- "**www.dipronline. Org.**" or www.rmsc.nic.in or in the office of the E.D. (EPM), RMSCL, D- Block, Swasthya Bhawan, C-scheme, Jaipur.
2. The tender shall only be submitted through e-procurement portal <https://eproc.rajasthan.gov.in> of Govt. of Rajasthan.
3. The Tender form fee Rs. (Rs. for SSI Units of Rajasthan) downloaded from the website shall be submitted in the form of D.D./Banker cheque in favour of M.D., RMSCL payable at Jaipur. The bidders are also required to deposit processing fee of Rs. 1000.00 in the form of D.D./Banker Cheque in the favour of M.D., RISL payable at Jaipur. The Tender fee, processing fee and EMD shall be deposited physically at the office of M.D., RMSCL, Jaipur before the last date and time of bid submission.
4. A Pre-Bid Meeting will be held as per **Point No. (ii)** of the above schedule, **at 03.00 PM** in the RHSDP Meeting Hall of Directorate of Medical & Health Services, Raj. Jaipur to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes in tender conditions/ Catalogue can be done. If there is any amendment in tender document/catalogue, after pre-bid meeting, the amendments will only be available on departmental website www.rmsc.nic.in and <https://eproc.rajasthan.gov.in>. It will not be published in any news paper.

Note:- Tenders should be submitted after Pre-Bid meeting. Including all the modifications/Amendments.

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

राजस्थान चिकित्सा सेवा निगम, जयपुर

डी-ब्लॉक, स्वास्थ्य भवन, सी-स्कीम, जयपुर
Tel.No. 0141-2223887, Fax No.-0141-2228065

No. F-8()RMSC/EPM/M-2/Amb.108/12-14/ NIT- 09 /12/133

Dated: 16.11.12

—: निविदा सूचना :-

1. विभागीय दर संविदा अवधि वर्ष 2012-14 की दर संविदाओं एवं आपूर्ति हेतु विनिर्माताओं/सीधे आयातकर्ताओं से ई-निविदायें आमंत्रित की जाती हैं जिसका विवरण नीचे वर्णित है:-

क्र० सं०	आईटम का नाम	अनुमानित मात्रा	कुल अनुमानित लागत (राशि लाखों में)	अमानता राशि (राशि लाखों में)	निविदादाता की पात्रता
1.	Ambulance (108) (On Turnkey Basis)	300	3900.00	2% of estimated cost	Only Vehicle Manufacturer /Fabricator/ Consortium (Upto two partners in which one is essential to be vehicle manufacturer & other to be Fabricator)

- (i) Date of selling of tender form - 22.11.2012 from 11.00 A.M
 - (ii) **Date of Pre-Bid Meeting** - **30.11.2012 at 3.00 P.M.**
 - (iii) Last Date for sale of tender form - 03.01.2013 upto 06.00 P.M.
 - (iv) Last Date of receipt of tender - 04.01.2013 upto 01.00 P.M.
 - (v) Date of opening of technical Bid - 04.01.2013 at 03.00 P.M.
2. निविदा का विस्तृत विवरण (उपकरणों की सूची, तकनीकी स्पेसिफिकेशन एवं निविदा शर्तों) जन सम्पर्क निदेशालय राजस्थान सरकार की वेब साईट - "www. dipronline.org." or www.rmhc.nic.in पर या कार्यकारी निदेशक (ईपीएम), राजस्थान चिकित्सा सेवा निगम, डी-ब्लॉक, स्वास्थ्य भवन, सी-स्कीम, जयपुर (कमरा नं०-312) में देखा जा सकता है।
 3. निविदाएँ केवल राजस्थान सरकार के ई-प्रोक्योरमेन्ट पोर्टल [https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in) के माध्यम से ही प्रस्तुत की जावे।
 4. निविदा शुल्क राशि रु. 10,000.00 (रु. 5,000.00 राजस्थान की एस.एस.आई. युनिट के लिये) डी.डी. बैंकर्स चैक के रूप में प्रबन्ध निदेशक, राजस्थान चिकित्सा सेवा निगम, जयपुर के पक्ष में होना चाहिए। निविदादाताओं से प्रोसेसिंग फीस के रूप में राशि रु. 1000/- प्रबन्ध निदेशक, आर.आई.एस. एल. के पक्ष में होना चाहिए। निविदा शुल्क, प्रोसेसिंग फीस व अमानत राशि व्यक्तिगत रूप से प्रबन्ध, निदेशक, राजस्थान चिकित्सा सेवा निगम, जयपुर में निविदा प्राप्ति की दिनांक से पूर्व प्रस्तुत करना होगा।
 5. प्री-बिड मीटिंग का आयोजन आर.एच.एस.डी.पी. के कान्फ्रेन्स हॉल स्वास्थ्य भवन में उपरोक्त वर्णित तालिका के **Point No. (ii)** के अनुसार अपरान्ह 03.00 बजे किया जायेगा। तदोपरान्त निविदा शर्तों/तकनीकी स्पेसिफिकेशन में आवश्यक होने पर परिवर्तन किये जा सकते हैं। प्री-बिड मीटिंग के परिणाम स्वरूप होने वाले परिवर्तनों/संशोधनों के पश्चात् ही निविदाएँ इस कार्यालय को भेजने की कार्यवाही करें।
- नोट:- प्री-बिड बैठक उपरान्त आईटमों के तकनीकी स्पेसिफिकेशन अथवा निविदा शर्तों में कोई संशोधन किया जाता है तो वह विभागीय वेबसाइट पर या [https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in) ही अपलोड किया जायेगा, जिसे समाचार पत्रों में प्रकाशन नहीं कराया जायेगा। **अतः तदानुसार ही अपनी निविदा प्रस्तुत करें।**

कार्यकारी निदेशक (ई.पी.एम.)
राजस्थान चिकित्सा सेवा निगम
राजस्थान जयपुर

निविदा के सामान्य अनुदेश

निविदा फार्म भरने एवं प्रस्तुत करने से पूर्व, निविदा शर्तों एवं शरायतों तथा निम्न निर्देशों का गहन/गम्भीरता से अध्ययन कर लिया जावे ताकि निविदा निरस्त न हो।

- 1 निविदा दस्तावेज की शर्तों का सावधानी पूर्वक एवं सुक्ष्मतः अध्ययन करे।
- 2 निविदा की शर्तों के तहत आवश्यक प्रमाण पत्र/लाईसेंस/दस्तावेज, पूर्ण तथा आदिनांक तक होने चाहिए।
- 3 ई-निविदाएं राजस्थान सरकार के ई-प्रोक्योरमेन्ट के वेब पोर्टल पर प्राप्त किये जायेंगे।। प्रत्येक निविदादाता को निविदा शुल्क के रूप में राशि रु. 10,000/- (रु. दस हजार मात्र) प्रस्तुत करनी होगी। एस.एस.आई. यूनिट के लिये निविदा शुल्क राशि रु. 5,000/- होगी। निविदादाताओं से प्रोसेसिंग फीस के रूप में राशि रु. 1000/- प्रबन्ध निदेशक, आर. आई.एस.एल. के पक्ष में होना चाहिए। निविदा शुल्क, प्रोसेसिंग फीस व अमानत राशि व्यक्तिगत रूप से प्रबन्ध, निदेशक, राजस्थान चिकित्सा सेवा निगम, जयपुर में निविदा प्राप्ति की दिनांक से पूर्व प्रस्तुत करना होगा।
- 4 निविदाएं, निविदा शर्तों एवं शरायतो के विषय में कोई भी जानकारी **कार्यकारी निदेशक (ईपीएम), राजस्थान चिकित्सा सेवा निगम, डी-ब्लॉक, स्वास्थ्य भवन, सी-स्कीम, जयपुर** (कमरा नं0 312) से प्राप्त/प्रेषित/प्रस्तुत की जा सकती है। तकनीकी एवं वित्तीय बिड ई-प्रोक्योरमेन्ट पोर्टल के माध्यम से प्रस्तुत किया जावें।
- 5 निर्धारित दिनांक एवं समय के पश्चात प्राप्त निविदाओं पर विचार नहीं किया जावेगा।
- 6 प्री-बिड मीटिंग का आयोजन **आर.एच.एस.डी.पी. मीटिंग हॉल, स्वास्थ्य भवन, जयपुर** में वर्णित तालिका के **Point No. (ii)** के अनुसार **अपरान्ह 3.00 बजे** से किया जायेगा। निविदा शर्तों, शरायतों एवं तकनीकी स्पेसिफिकेशन के सम्बन्ध में अभ्यावेदन प्री-बिड मीटिंग से 3 कार्य दिवस पूर्व इस कार्यालय में प्रस्तुत करें। प्री-बिड मीटिंग पश्चात् निविदा शर्तों/तकनीकी स्पेसिफिकेशन में आवश्यक होने पर परिवर्तन किये जा सकते हैं। प्री-बिड मीटिंग के परिणाम स्वरूप होने वाले परिवर्तनों के पश्चात ही निविदाएं इस कार्यालय को भेजने की कार्यवाही करें।

General Instruction for Tender

Before filling up of bid or submission the tender form, kindly go through these following directions & term conditions carefully so that your tender be not considered invalid :

- 1 Go through the conditions of the document carefully and meticulously.
- 2 Certificates/License/Documents which are required should be complete and updated.
- 3 E-Tenders shall be obtained on the web portal on e-procurement of Govt. of Rajasthan forms. The tender fee shall be Rs.10,000/-. **The DD/BC should be in favour of M.D., RMSC, Rajasthan, Payable at Jaipur** Tender form shall be 50% of the Tender cost to the SSI unit of Rajasthan. The Department will not be responsible for the postal delay, if any, in the delivery of documents or non-receipt of the same. Tender forms can be downloaded from Public Relations Department's govt. of Rajasthan Website- "www. dipronline. Org." or "www.rmsc.nic.in" Cost of downloaded tender forms shall be deposited by the Bidder through DD/BC for the amount as applicable before the last date and time of bid submission.
- 4 **D.D./B.C of tender form fees & earnest money should be submitted separately for each item along with bid & D.D./B.C of tender form fees & earnest money shall be physically delivered to RMSC on or before the time and date of tender submission.**
- 5 The latest annual turnover shall be more than **Rs. 20.00 crore** (For SSI units of Rajasthan **Rs. 5.00 Crore**). The statement duly Audited by Chartered Accountants & Attested by Notary Public shall be submitted along with bid failing to Specified document bid will be rejected. Distributors/Suppliers/Agents/Loan Licensees are not eligible to participate in the tenders.
- 6 Tender form must be as per Terms & Conditions & submitted properly through e-procurement portal, Cover-A for Technical Bid & Cover-B for Financial Bid separately, and addressed to the Executive Director (EPM), Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, C-Scheme, Rajasthan, Jaipur.
- 7 Tender received after prescribed **date and time** will not be considered
- 8 A Pre-Bid Meeting will be held on as per schedule (**Point No. (ii)**) **at 3.00 PM** in the **RHSDP Conference Hall, Swasthya Bhawan, Jaipur** to clarify the issues and to answer questions on any matter that may be raised at that time. The issues to be raised during pre-bid meeting should be referred to E.D. (EPM), RMSC, Jaipur in writing at least three days before the meeting so that these could be properly scrutinized. Necessary Modification in the tender document, if required, may be issued after pre-bid meeting. **Please note that bids should be submitted after Pre-Bid meeting incorporating the modifications, if any.**
- 9 The authorized signatory of firm shall only be entertained to correspondence with the department/ corporation regarding this tender issues.

List of Equipment & Instruments

S. No.	Name of Equipment & Instruments (Catalogues)	Estimated Quantity available for supply order (In no.)	Total estimated Quantity for R/C (In no.)	Technical Specification (Annexure-C) Page No.
1	Ambulances (108) (On Turnkey basis)	227	300	32-43

Note:- The above estimated quantities for placement of supply orders are only indicative and may vary substantively . The supply order shall be placed as per commitment of firm for supplies to RMSC in ANNEXURE-E and clause-18.

Rajasthan Medical Services Corporation Limited, Jaipur
E.D. (EPM), Room No-312, , 'D'-Block, Swasthya Bhawan,
Tilak Marg, C-Scheme, Rajasthan, Jaipur

TENDER FORM FOR SUPPLY OF INSTRUMENTS/EQUIPMENTS

(Tender form is non– transferable)

QUOTED ITEM :- Ambulances (108) (On Turnkey basis)

TENDER REF: No. F-8()RMSC/EPM/M-2/Amb.108/12-14/ NIT- 09 /12/133 **Dated:**16.11.12

Name & Address of the Bidder

M/S

Telephone

Telegram Code

Fax No.

Mobile No.....

E-mail address

LAST DATE FOR ISSUANCE OF TENDER DOCUMENT : 03.01.2013 up to 6.00 P.M.

LAST DATE & TIME FOR RECEIPT OF TENDERS : 04.01.2013 up to 1.00 P.M.

DATE & TIME OF OPENING OF (TECHNICAL BID) TENDERS : 04.01.2013 from 3.00 P.M.

PLACE OF OPENING OF TENDERS : R.H.S.D.P. Conference Hall, Swasthya Bhawan, Jaipur

TENDER FORM FEE : Rs. 10,000.00 (Rs. 5,000.00 for SSI Units of Rajasthan)

RISL PROCESSING FEE : Rs. 1000.00

EMD : Rs. 78,00,000.00

ADDRESS FOR COMMUNICATION : M.D., RAJASTHAN MEDICAL SERVICES CORPORATION LIMITED, D-BLOCK, SWASTHYA BHAWAN, TILAK MARG, C-SCHEME, JAIPUR (RAJ.) PIN. 302005

Tel. No. 0141-22238066

Fax No. 0141-2228065

0141-2223887

Note- Tender Form Fees are Non-refundable.

Signature of Bidder with Seal

ANNEXURE-A

Rajasthan Medical Services Corporation Limited, Jaipur

Declaration Form

(It should be notarized)

I/We..... (Name of Bidder) having our office at..... (Address of Bidder) do declare that I/We have read all the Terms & Condition of the tender floated by M.D., Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the Supply & Rate contract of Instruments/ equipments for the R/C **period 2012-2014** and agree to abide by all the Terms & Conditions set forth therein.

I/We declare that we are participating in this tender in the capacity of (Manufacturer / fabricator/ consortium). I/We enclose valid Manufacturing license/ Acknowledgement/ Memorandum/IEM/ Registration of SSI Unit/Import license along with Authorization by Foreign Principal.

I/We further declare that the rates offered by us shall remain valid for the entire period of the tender and not supply the quoted items not below the quoted rates to elsewhere. I/We enclosed the following documents as per details given against each: -

S. No	Item	Particular		
		Page no	Yes	No
1	Earnest Money Deposit Con. No. 4 (i) & 9	Page no	Yes	No
2	Attested Photocopy of Acknowledgement of EM-II SSI unit for each quoted Product and a certificate from NSIC/MSME for the production capacity & the quality control measures properly installed at the production unit. Con. No. 4 (ii)	Page no	Yes	No
3	Copy Of Central Excise Registration Con. No. 4(iii)	Page no	Yes	No
4	Attested Photocopy of Import Licensee & license for sale(Authorization Letter of Principal Company con. No. 4 (iv)	Page no	Yes	No
5	Acknowledgement of EM-II for SSI Units of Rajasthan from Industries Dept Con. No. 4 (v)	Page no	Yes	No
6	BIS License with schedule for ISI Marked Products Quoted con. No. 4 (vi)	Page no	Yes	No
7	Duly attested photocopy of ISO& CE/BIS/USFDA certificate for quoted Items as mentioned in Tender Catalogue con. No. 4(vii & viii)	Page no	Yes	No
8	Annual turnover statement past 3 years certified by Auditor. 4(ix) (Annexure-F)	Page no	Yes	No
9	Copy of latest Balance sheet and P&L certified by Auditor. Con. No. 4 (x) (F.Y. 2010-11)	Page no	Yes	No
10	(A) Latest Sales Tax Clearance Certificate (up to dated 31.03.12). Con. No. 4(xi)(A)	Page no	Yes	No
	(B) Specify point of supply with full Address. Con. No. 4(xi)(B)		
11	Declaration form in Ann “A” Duly Signed & notarized. 4(xii)	Page no	Yes	No
12	Original Tender Terms & Condition Ann. B Con. No. 8 or Annexure-N	Page no	Yes	No

Signature of Bidder with Seal

13	Statement of Installed Manufacturing Capacity. 4 (xiii) (Ann. – E)	Page no	Yes	No
14	Duly Signed Tender Catalogue in Original con. No. 4(xiv) in (Ann. – C)	Page no	Yes	No
15	Certificate regarding quoted model is latest technology 4 (xiii) (Ann. –E)	Page no	Yes	No
16	Certificate regarding rate reasonability 4 (xiii) (Ann. –E)	Page no	Yes	No
17	Undertaking for availability of Spare Parts & Consumables 4 (xiii) (Ann. –E)	Page no	Yes	No
18	Undertaking for acceptance of Comprehensive Guarantee (Ann. –L)	Deleted	Deleted	Deleted
19	Statement of Past Supplies and Performance (Ann. G) Special con no.-14	Page no	Yes	No
20	Undertaking of black listing & banning (Annexure-E) con no.4 (xiii)	Page no	Yes	No
21	Statement of Plant & Machinery etc. (Annexure-H) con no. 4(xv)	Page no	Yes	No
22	Pre - stamp receipt (Annexure-I) con no.9 (ii)	Page no	Yes	No
23	Format of DIC with in Affidavit of Rs. 10/- (Annexure-J) (T&C No. 4 (v), 9(iii), 20(v))	Page no	Yes	No
24	Statement no. I & II regarding supply performance status. (Annexure-K (i & ii))	Page no	Yes	No
25	CMA (Annexure-L) on Rs. 100-/ Non Judicial Stamp.	Deleted	Yes	No
26	AMC Charges/Rats. (Schedule – B of Annexure – D) (Annexure – M)	Deleted	Yes	No
27	Verification by Deponent (Annexure – N)	Page no	Yes	No
28	Name, photograph & Specimen Signature of Designated Officer/ Person of the Bidder whom is authorized to make Correspondence with the RMSC.	1. (Name & Signature) 2. 3.		

Date

(Name) Signature of Bidder with seal

Note: Please mention page number before submitting the tender.

ANNEXURE-B

Rajasthan Medical Services Corporation Limited, Jaipur

TERMS & CONDITIONS OF TENDER AND CONTRACT

N.B.:- BIDDER SHOULD READ THESE TERMS & CONDITIONS CAREFULLY AND COMPLY STRICTILY WHILE SUBMITTING THEIR TENDERS. IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS & CONDITIONS AND SPECIFICATIONS MENTIONED IN THE TENDER NOTICE/CATALOGUE. HE SHOULD REFER THESE TO THE M.D., RAJASTHAN MEDICAL SERVICES CORPORATION LIMITED, RAJASTHAN, AND JAIPUR BEFORE SUBMITTING TENDERS AND OBTAIN CLARIFICATIONS. THE DECISION OF THE M.D., RAJASTHAN MEDICAL SERVICES CORPORATION LIMITED, RAJASTHAN, JAIPUR SHALL BE FINAL AND BINDING ON THE BIDDER . THE CLUASES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

A. General terms & conditions:-

1. E-Tender shall be submitted upto **1.00 PM on dated 04.01.2013** to the E.D. (EPM), Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the Rate Contract Cum Supply of Ambulance on Turnkey Basis for a period of one year from the month of issuance of the rate contract period 2012-14.
2. Only Vehicle/Ambulance manufacturing units (four or more than four wheels)/ Fabricators/Consortium (Up to two partners in which one is essential to be vehicle manufacturer & other to be fabricator) who are holding valid Manufacturing/fabricating license whose annual turnover is more than Rs. 20.00 Crores during 2010-11 are eligible to participate in the Tender.
 - (a) Annual turnover of both partner of the consortium will be collectively considered.
 - (b) The consortium Agreement should specify the lead partner and joint and severe responsibility of both partners.
 - (c) Consortium Agreement should be valid and alive till conclusion of the contract under this tender.
3. Tenders shall be submitted to M.D., Rajasthan Medical Services Corporation, Rajasthan, Jaipur through **<https://eproc.rajasthan.gov.in>** of Govt. of Rajasthan
4. The Bidder should submit along with the bids the following certificates for the items tendered
 - (i) Earnest Money in the form D.D./banker cheque should be physically handed over to M.D., RMSCL before the date and time of the tender submission.
 - (ii) (a)Duly attested photocopy of Acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the tender. The license should be renewed up to date.
 - (b) For the Production Capacity and the quality control measures properly installed at the production unit- a certificate from NSIC (For Micro and small Scale Industrial units only) /MSME (Micro, Small, Medium Enterprises) is essential at the time of bid/agreement.

Signature of Bidder with seal

- (iii) Firm shall submit copy of the Registration with Central Excise Department, if applicable, as per provisions of Central excise Act. The Industries situated in excise free zones will be exempted from the registration provided they produce the copy of appropriate notification.
- (iv) In case of imported Equipments and Instruments Self attested photocopy of import license & license for sales issued by concerning licensing authority(Authorization by Foreign Principal), if applicable.
The tender should furnish attested photocopy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed/valid up to date and the items quoted shall be clearly highlighted in the license.
- (v) Duly attested copy of Acknowledgement of EM-II issued by District Industry Center with an Affidavit as per Annex –J, under preference to Industries of Rajasthan, Rules in respect of stores for which they are registered.
- (vi) Duly attested photocopy of BIS license renewed up to date with respective schedule for ISI Marked quoted items, if applicable.
- (vii) Duly attested photocopy of ISO Certificate, if applicable.
- (viii) Dully attested photocopy of BIS/CE/USFDA/Govt. of India Lab Certificate or Govt. of India Approved Lab Certificate for quoted Items as mentioned in Tender Catalogue.
- (ix) Annual Turnover statement for past three financial years certified by the Auditor 2009-10, 2010-11 & 2011-12.
- (x) Copies of Balance Sheet & Profit & Loss statement certified by the Auditor for last three years (latest F.Y. 2010-11).
- (xi) (a.) Duly attested copy of latest Sales Tax clearance certificate (up to 31.03.2012) from the Commercial Tax Officer of the circle concerned from where supplies will be affected, shall be submitted.
(b.) Declaration regarding point of supply with full address in Annexure- A.
- (xii) The Declaration form in Annexure-"A" Signed by the Bidder & Notarized.
- (xiii) Undertaking/Declaration- regarding installed manufacturing capacity, quoted item model is of latest technology & have not been outdated, rates are reasonable & not sold on lower rates to anyone than charge from this institution, non black listing & non banning & availability of spare parts and consumable for the quoted equipment for at least 10 years from the date of installation must be submitted jointly on Non Judicially stamp paper of Rs. 200/- in Prescribed format at **Annexure-E** (Notarized) of each quoted item in the Tender.

Tender should not be submitted for the quoted product/products for which the Firm/Company has been blacklisted/banned either by Tender inviting Authority or Govt. of Rajasthan or by any other State/Central Govt. and its agencies. This also applies to the firm/company for its allied/ sister firms and units.

Signature of Bidder with seal

The concern/company/firm which stands blacklisted /banned either by Tender Inviting Authority or Govt. Of Rajasthan or by any other State/Central Government on the date of bid submission shall not be eligible to participate in the tender.

- (xiv) Original Tender Catalogue **Annexure-C** duly filled. (Bidder should mark in the specific column, whether complied the specification or not)
- (xv) The firm/bidders should submit the list of plant and machinery, staff, factory area, etc. on non-judicial stamp paper of Rs. 50/- (Notarized) in enclosed Performa (**Annexure-H**).

NOTE: -

- (A) All above mentioned documents duly notarized/attested by Notary public must be submitted. Un attested/ Un-notarized copies of such document will not be considered valid.
 - (B) All attested document must be submitted in Hindi or English language. If the documents are not in Hindi or English, they should be translated in Hindi or English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
 - (C) Other than Sales tax clearance certificate, all above mention documents should be under the name & address of premises where the quoted items are actually manufactured.
 - (D) The point of supply within the state of Rajasthan or out of Rajasthan should be specified under condition no. 4 (xi)(b).
 - (E) TENDER WILL BE LIABLE FOR OUTRIGHT REJECTION IF:-
 - (I) ANY RATES ARE DISCLOSED IN COVER A.
 - (II) ANY DISCOUNTS/ SPECIAL OFFERS ARE MADE IN COVER A.
 - (F) The Bidder may submit Profit & Loss account & Balance Sheet and annual turnover statement of the previous 3 (three) financial years.
 - (G) If the following item/certificate not submitted, the tender will not be considered responsive:-
 - (i) Tender Fees and processing fee for RISL
 - (ii) EMD.
 - (iii) Manufacturing License/Acknowledgment of Manufacturing License/EM-II from industry department/DIC/NSIC/ Competent Authority.
 - (iv) Import License along with authorization from foreign principals, if applicable.
 - (v) Turnover Certificate.
 - (vi) BIS Certificate/License in case of ISI marked items, if applicable.
5. Financial Bid duly filled as per **Annexure-“D”** giving the rates for Quoted items should be submitted .

Signature of Bidder with seal

NOTE :-

- (A) If any item in catalogue has different sizes, lengths, strength & sub group etc., Rates of each size, length, strength and sub-group must be filled in separate format (**Annexure "D"**).
- (B) **VAT or CST** should be mentioned clearly & Separately.
- (C) If the **VAT or CST** is exempted it should be specified in **Annexure 'D'**.
- (D) The bidder who has quoted excise "NIL" in PRICE Schedule and item becomes excisable afterwards at the time of award of contract or later on, firm will be eligible for payment only on production of invoices drawn as per Central Excise Rules.
6. Both Technical & Financial should be submitted to the M.D., Rajasthan Medical Services Corporation Ltd., D-Block, Swasthya Bhawan, C-scheme, Jaipur-302005 within prescribed time & date. All received tenders will be opened in the presence of Bidder who chooses to be present. Financial will be opened only for those Bidders who satisfy the standard criteria laid down by the department on the details furnished by the Bidder in Technical bid, in compliance of Tender terms & conditions.
7. (i) In event of Tender being submitted by proprietary firm tender must be signed by sole proprietor. In event of a partnership firm tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the tender must be signed by authorized signatory as the manner laid in the Articles of association.
- (ii) Any change in the Constitution of the Firm/ Company shall be notified forthwith by the contractor in writing to the M.D., RMSC Ltd., Jaipur and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner / partners shall be accepted in the Firm by the contractor in respect of the contract unless he/ they agree to abide by all its terms and conditions and submit with the M.D., Rajasthan Medical Services Corporation Ltd., D-Block, Swasthya Bhawan, C-scheme, Jaipur a written agreement to this effect. The contractors receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.
8. Tender documents shall be filled with ink or typed. The Bidder shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
9. **EARNEST MONEY:**
- (i) Tender shall be accompanied with an earnest money of Rs.78,00,000 (**Rs Seventy Eight Lakhs only**) without which tenders will not be considered as valid. The earnest money deposit shall be paid in the form of Demand Draft/Bankers cheque in favour of Managing Director, Rajasthan Medical Services Corporation Limited, payable at Jaipur. This should be submitted physically to M.D., RMSCL before the date and time of submission of bid. **Earnest Money Deposit in any other form will not be accepted.** The tenders submitted without sufficient EMD will be summarily rejected.
- (ii) Refund of earnest money: - The earnest money of unsuccessful Bidder shall be refunded soon after finalization of the tender. Bidder has to produce a Pre stamp receipt as per **Annexure-I** with the tender Document.

Signature of Bidder with seal

- (iii) Partial exemption from earnest money:- Firms which are registered as micro and SSI Unit of Rajasthan with Commissioner of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit worth Rs. 10 as per annexure-J at the rate 0.5% i.e. Rs. 19,50,000 (Rs. Nineteen Lakh Fifty Thousand only)
- (iv) The central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.
- (v) The earnest money/security deposit lying with the Corporation in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money for the fresh tenders. The earnest money may, however, be taken into consideration in case tenders are re-invited for the same item.

10. FORFEITURE OF EARNEST MONEY: -

The earnest money will be forfeited in the following cases:

- (i) When Bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When 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) When the Bidder does not deposit the security money after the supply order is given.
- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.
- (v) When he fails to submit samples of quoted item on demand or extended time by competent authority on the request of the Bidder.
- (vi) When Bidder violates any terms & conditions of the tender document.

11. PREFERENTIAL TREATMENT :-

- (i) Indigenous products offered for supply by the manufacturer will get preferential treatment in the matter of approval subject to quality standards.
- (ii) ISI marked items will be preferred, if applicable.
- (iii) It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.

12. GUARANTEE CLAUSE:-

- (i) The tenderer would give 3 years comprehensive guarantee that the AMBULANCES would continue to conform to the description and quality as specified for a period of three years or 3 lac kilometer which ever is later on complete AMBULANCES including engine, Gear box, Medical equipment/ all assemblies and other equipments from the date of delivery of the said AMBULANCES to be purchased and that not with standing the fact that the purchaser may have inspected and/or approved the said AMBULANCES if during the period of 3 years, the said AMBULANCES be discovered not to conform to the description and quality as afore said/ or have determined and the decision of the purchase officer in that behalf will be final and conclusive the purchaser will be entitle to reject the said AMBULANCES or such portion there of as may be discovered not to conform to the said description and quality, on such rejection the AMBULANCES will be at the sellers risk and all the provisions relating to rejection of goods, etc., Shall apply. The tenderer shall, if so called upon to do so

Signature of Bidder with seal

replace the goods, etc. or such portion there of as is rejected by the Purchase Officer, otherwise, the tenderer shall pay such damage as may arise by reason of such breach of the condition here in contained. Nothing here in contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

- (ii) In case of machinery and equipment also guarantee will be given as mentioned in above the Tenderer shall during the guarantee period replace parts if any and remove the manufacturing defect if found during the above period so as to make the machinery and equipment operative. The Tenderer shall also replace machinery and equipment in case it is found defective which can not be put to operation due to manufacturing defect etc.
- (iii) In case of machinery and equipment specified by the Purchase Officer the Tenderer shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The Tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and the equipments whether under their annual maintenance and repairs contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to Purchase spare parts from them to maintain the machinery and equipment in perfect condition.

(iii) Deleted

(iv)

13. MARKING

All non consumable articles (except glass or imported articles) like instruments, equipments and others accessories etc. should bear "GOVERNMENT OF RAJASTHAN" or as mentioned in supply order in English on each without which the supply will not be entertained.

In case, any item supplied by the approved firm does not conform to the required standard, the payment there of, if received by the supplier shall have to be refunded to the indenting officer/ M.D., Rajasthan Medical Services Corporation Ltd., Jaipur. The supplier will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test. It may be noted that supply of goods less in weight and volume than those mentioned on the label of the container is an offence and the same will be dealt with in the manner prescribed under rules.

14. RATES AND COMPARISON OF RATES:

Only net rates should be quoted. No Separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the tender and must be offered conforming to the following: -

- (i) (a) Comparison of Rates: - In comparing the rates tendered by firm outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan VAT or CST shall be excluded whereas that of Central Sales Tax shall be included.
- (b) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan VAT or CST shall be included.
- (ii) Delivery should be given as Directed by M.D., Rajasthan Medical Services Corporation Ltd., Jaipur. Situated at different place in Rajasthan and rate must be quoted accordingly, The department will pay no cartage or transportation charges.

Signature of Bidder with seal

Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including transit insurance and any other levies or duties etc. charge on the product except **VAT or CST**. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.

- (iv) Only **VAT or CST** and surcharge if applicable will be paid over net rate.
- (v) Excise duty or surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately in col. 8 of the Financial Bid (**Annexure- D**). In the event of any subsequent variation (increase or decrease) in excise duty and **VAT or CST** by the government (State or central) the same will be modified accordingly.
- (vi) Other statutory increase or decrease shall be agreed upon mutually between Corporation and contractor and revised rate shall be applicable to order received by the contractor on or subsequent to the date of such increase/decrease in government duty.
- (vii) The rates should be confined as far as possible to the packing units mentioned in the catalogue and different rate for different packing should be avoided. In no case the rate should be split up showing the cost of any on the component parts of the specified item. If split price are found, the item may be treated as rejected. If the prices of item found same from two for more bidders then the equivalent bidders shall be asked to submit their financial bid again with reduced prices within given time by RMSC.
- (viii) 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 CST** or Central Sales Tax should be mentioned separately.
- (xi) The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.
- (x) (A) No paper should be detached from the tender form.
(B) The Bidder shall sign with seal on every page of the tender form and Terms & Conditions (**Annexure-B & N**) in token of his acceptance of all the Terms & Conditions of the tender and return the same along with tender. He should also sign at the bottom of each page of the original tender catalogue, Non receipt of terms and conditions duly signed with the tender shall render the tender 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, shall render the tender to the rejection without notice.

NOTE :- Specification in Financial Bid (**Annexure-D**) should not be differ from the original tender catalogue specification, otherwise tender may liable to be rejected.

Signature of Bidder with seal

15. APPLICABILITY OF TAXES:

Only one kind of the sales tax will be payable whether Rajasthan *VAT or CST* or Central Sales Tax depending on the relative station of supply as the case may be.

16. SUBMISSION AND RETURN OF SAMPLES & DEMONSTRATIONS:

- (i) Samples must be sent of all the quoted items free of cost within 7 days of last date of bid submission even though the specifications or descriptions etc. are mentioned in the tender form. No sample will be accepted after prescribed period. In the event of non submission of samples within the prescribed period on demand, the tender shall not be considered and Earnest Money shall be forfeited. However, departmental authority may grant extension of time for submission of samples on the request of Bidder.
- (ii) Samples of equipments & instrument of the unsuccessful Bidder may be collected back from the E.D. (EPM), RMSC, Jaipur within the period intimated by him. The corporation will not be responsible for any damage, wear and tear or loss during the course of testing examination etc. The corporation for a period of one month would retain sample of approved items after the expiry of contract. The corporation shall not be responsible for any damage, wear & tear or loss in stipulated 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 tender may be asked to demonstrate the technique, procedure and utility of equipment as per specification of tender document before the technical committee of corporation at store of corporation.
- (iv) Samples should be strictly according to the item quoted in the tender form failing which these will not be considered. Such sample must be delivered free of charge to the E.D. (EPM), RMSC, Jaipur. 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 samples will be allowed after the submission of the sample. Samples should be submitted along with separate challan in triplicate. Samples without challan will not be accepted.

17. SECURITY DEPOSIT & AGREEMENT:

- (i) All firms whose offers are accepted will have to deposit a security equal to five per cent (5%) of the total value of approximate quantity as per tender catalogue in favour of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement. The security amount shall in no case be less than the earnest money.

Signature of Bidder with seal

- (ii) The S.D. shall be 5% of the total value of stores. If the total value of stores supplied by the firm to various purchase officers of the Department excluding medical education department (as clause-22) is exceeds to total value of approximate quantity as NIT, the firm shall deposit an additional 5% security of value of supply orders to M.D. RMSC. Before ensuring the security deposit, the Purchase Officer will not release payment until the additional S.D. amount deposited by the suppliers. Additional S.D. shall be estimated/calculated based on the information submitted by firms in statement no. "I" and "II".
- (iii) The earnest money of successful Bidder will be adjusted toward security deposit and balance will be given in the form of Demand Draft/ Bankers cheque favouring Managing Director, Rajasthan Medical Services Corporation Limited, payable at Jaipur.
- (iv) The purchase committee of corporation or at the level of Board of Directors, RMSC may permit the firm to submit Bank Guarantee issued by any nationalized bank (the validity of bank guarantee should be up to 6 months after completion of guarantee period) also for the part (up to 50%) or full amount (where the amount exceeds Rs. 10.00 Lacs) in lieu of demand draft/Bankers cheque in appropriate cases towards security deposit.
- (v) The security will be refunded after six months from the date of expiry of the contract on 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 security deposit @1% of total value of approximate quantity as per tender catalogue on furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit as per annexure-I. Provision of 17 (ii) also applies.
- (vii) It is to be noted that earlier years earnest money/security deposit, even if lying in this department, shall not be considered towards this contract and therefore fresh security deposit should be furnished.
- (viii) The supply orders shall only be placed after deposition of appropriate amount of S.D. and its adjustment orders by the Corporation.
- (ix) The department will pay no interest on security deposit/Earnest money deposit.
- (x) Successful Bidders will have to execute an agreement on a Non Judicial Stamp Paper Rs. (As mention in Offer letter) in the prescribed form with the M.D./ E.D.(EPM), Rajasthan Medical Services Corporation Limited, Jaipur and deposit security for the performance of the contract within **15 days** from the date on which the acceptance of the tender, under Registered post, is communicated to him. However, M.D. RMSC Ltd., Jaipur may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement. The validity of rate contract under this agreement shall be for a period of one year from the last day of the month of agreement execution.
- (xi) 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.

Signature of Bidder with seal

- (iii) Address of residence and office, telephone numbers in case of Sole Proprietorship.
- (iv) Registration issued by Registrar of Companies in case of Company.
- (v) Comprehensive maintenance agreement, if applicable.
- (xii) The M.D., RMSC Ltd., Rajasthan, Jaipur can extend the original rate contract, subject to original Terms and Conditions for a period deemed fit by him, but not exceeding six months, for which the Bidder will have to abide. However the extension beyond six months can be granted on mutual consent but not beyond one year.
- (xiii) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable to forfeiture in full or part by M.D. RMSC Ltd., Jaipur and decision of M.D. RMSC Ltd., Jaipur shall be final.
- (xiv) Central and Rajasthan State Government Undertakings need not furnish amount of Security Deposit.
- (xv) The 25% of total deposited S.D. amount shall be withheld against the security of supplementary (CMA) agreement. If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described under different clauses or any other recovery from this security deposit.
- (xvi) The contract for the supply can be repudiated at any time by the M.D., RMSC Ltd., Rajasthan, Jaipur if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, M.D., RMSC may terminate agreement of rate contract at any time without notice/intimation to Bidder/ firm/company in public interest.

18. SUPPLY ORDERS:

- (i) (a) The supply orders will be placed to the approved manufacturer only (not agents/Suppliers/Distributors etc.) by MD, RMSC, through registered post only. The date of registration at the post office will be treated as the date of purchase order for calculating the period of supply. The supply period shall be 90 days for the first supply order as per supply schedule at (ii) below, from the date of purchase order including for preparation of prototype/sample and its approval
- (b) **Termination for default:** The right to cancel the supply order rests only with the MD RMSC.
- (ii) Supply schedule shall be as follows:-

First 30 Days	31-60 Days	61 to 90 Days	And so on
prototype/sample and its approval	100 Vehicles	126 Vehicles	60 Vehicles per 30 days

In case of break in supply order, the supply of 60 vehicles shall be ensured within 45 days from date of issuance of supply order during currency of R.C

- (iii) The supply commitment as per Annexure-E may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be considered by the department for the placement of supply orders in addition to commitments, taking also in view the requirement of department. Firm may submit ready stock position by the 10th of each month to the department.

Signature of Bidder with seal

- (iii) The quantity indicated in the catalogues are mere estimates and are intended to give an idea to the prospective Tenderer to enable them to decide whether they will undertake to supply the article to this Department on most competitive rates. The figures indicated in the catalogue do not constitute any commitment on the part of department to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is further made clear that the Department does not bind itself to purchase all or any quantity mentioned in the catalogue and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non supply on the quantity indented.
- (iv) **Price Preference:** - Price preference/ purchase preference will be given to the goods produced or manufactured by industries of Rajasthan over goods produced or manufactured by Industries out side Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995. It is clarified that purchase preference only be granted to the industries of Rajasthan.
- (v) (a) Comparison of Rates: - In comparing the rates tendered by firm outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan VAT or CST shall be excluded whereas that of Central Sales Tax shall be included.
(b) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan VAT or CST shall be included.

19. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

The firm shall furnish consolidated statement (**Annexure-K**) of supplies made, in enclosed formats to each consignee (S) in statement No.1 and to ED EPM, RMSCL by 10th of each month duly verified by the consignee(s). Every time the statement should contain details of all orders placed under the contract. Please note that if statements are not submitted in time then the payments may be withheld and the firms shall be responsible for such delay in payments. Firms will have to submit consolidated statement No.II in duplicate at the end of R/C as well as after expiry of material guarantee period (as provided in guarantee clause of the contract) to enable the Corporation to examine the case for refund of security money. The consignee will submit every month verified copy of statement No.1 (**Annexure-K-I**) along with his comment to ED EPM, RMSCL for monitoring of receipt of supplies.

(b) Submission Of Contract Completion Report: -

- (i) The consignee should submit the consolidated contract completion report in the prescribed statement no. II (**Annexure-K-II**) against each order to the ED (EPM), RMSC within 30 days of supply/ receipt of material.
- (ii) The consignee shall maintain a register for item supplied to him and will monitor receipt of material, complaints (if any) of defective material, quantity received quality/performance and submission of completion report to ED EPM, RMSCL within one months of receipt of material.
- (iii) It shall be the responsibility of the consignee to get registered the complaint of defective material or defective performance immediately in the office of ED (EPM), RMSCL/MD, RMSCL for taking action against the contractor/supplier. Intimation to the contractor/supplier shall also be sent by the consignee immediately just after noticing such defects in material/performance in such a manner, so as to reach in the office of the firm immediately and before completion of guarantee period. Any delay in taking action shall be viewed seriously by the corporation.

Signature of Bidder with seal

20. TERMS OF PAYMENT :- As per special condition no. 18

21. LIQUIDATED DAMAGES:

- (i) The time specified for delivery in the tender 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 the recovery shall be made on the basis of following percentages 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%
- (iii) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of agreed liquidated damage shall be 10%.
- (v) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D. RMSC Ltd., Jaipur, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only released by purchase officer after sanction of extension in delivery period by M.D., RMSC.
- (vi) 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 Bidder, the extension in delivery period may be granted without Liquidated Damage.
- (vi) 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 and risk only 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 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 more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders with in fifteen days from the date of dispatch of order, failing which the purchasing officers will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period. After taking required approval from M.D., RMSC Ltd., Jaipur

Signature of Bidder with seal

22. Deleted

23. **RECOVERIES :-**

- (i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinary be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
- (ii) Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the corporation, can also be recovered from any sum accrued against this tender after accounting for untied sum or due payment sum lying with corporation against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with corporation but decision of M.D., RMSC Ltd., Jaipur regarding authenticity of sum payable shall be final.

24. **INSPECTION**

- (iii) (i) **Pre-Inspection of Ambulances by the Tenderers :** The Tenderer should satisfy themselves that the ambulances are in accordance with the terms of the contract and fully conform to the required specification by carrying out a thorough pre-inspection including shower test of each lot of the ambulances before actually tendering the same for inspection to the Inspection Committee nominated under the terms of Contract. Such precaution on the part of the Tenderer minimizes the chances of rejection and the consequences thereof.
- (ii) **Pre-Dispatch Inspection by Inspection Committee:**
 - a) The ambulances on no account be dispatched/delivered without getting the same inspected and issue of Inspection notes by the Inspection Committee nominated **in this reference.**
 - b) On receipt of the supply order, the Tenderer shall notify to the Inspection Committee, if inspected stocks are available with the request for issue of inspection notes to enable the Tenderer to dispatch the stores.
 - c) Inspection Committee can however undertake inspection on the basis of an attested copy of supply order provided by the firm, after comparing it with the original ink signed supply order available with the firm.
 - d) The Tenderer should ensure that ambulances accepted by the Inspection Committee after inspection have been properly and legibly stamped by latter's identification stamp/Seal.

Signature of Bidder with seal

- e) The Tenderer shall allow all reasonable facilities and free access to his works and records to the Inspection Committee. The Tenderer shall, at his own expense, afford to the Inspection Committee all reasonable facilities as may be necessary for satisfying himself that the ambulances are being and/or have been manufactured/Fabricated in accordance with the contract requirements. For the aforesaid purpose It may require the supplier to make arrangements for inspection and/or testing of the supplies or any part thereof or any material at his premises or at any other place specified by the Inspection Committee. The samples, all materials, tools, labour, testing equipment and assistance which the Inspection Committee may demand of him to verify the conformity of the ambulances to the quality requirement etc. will be provided without any extra charge.

Inspection by a committee with regard manufacturing capacity & availability of infrastructure prior to acceptance offer may be undertaken by the department, In case of any deviation is found in tender submission and conclusion of by inspection committee aforesaid, the offer of the tenderer may not be considered

25. 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 of otherwise in any situation. The insurance charges will have to be borne by the supplier and the department 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 Purchase Officer's store. In the event of any loss, damage, 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 on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.
- (iii) Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.

26. REJECTION:

- (i) Articles not as per specification/ or not approved shall be rejected by the Corporation and will have to be replaced by the supplier firm at its own cost within the time limit fixed by the corporation.

Signature of Bidder with seal

- (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 M.D., RMSC Ltd., Jaipur as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, they 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 M.D., RMSC Ltd., Rajasthan Jaipur shall be final.
- (iv) The rejected materials 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 materials. However, if payment has been made, then defective material 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 (provided firm has deposited Security money as per condition no. 20) Joint inspection of defective material may be carried out as required by the corporation. 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 material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, if then firm has deposited required security deposit as per contract.
- (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, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.

27. PARALLEL RATE CONTRACT :- The corporation may also execute parallel rate contract to with more than one firm for each item on the lowest approved prices on the same terms & conditions, if the original lowest one each not in a position to supply material as per department's requirements.

- (i.) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.

Signature of Bidder with seal

- (ii.) Orders will be placed with lowest-1 (L-1) firm. However in case of any exigency at the discretion of the Tender Inviting Authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with corporation on same terms & conditions.
- (iii.) After the conclusion of Price Bid opening (cover-B) the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item for which the tender has been invited.
- (iv.) The tender who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the tendered quantity of such item as specified in the tender documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders.
- (v.) RMSC will inform the L-1 rate to the Bidders who had qualified for Price Bid (Cover-B) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the Bidders who agree to match L-1 rate, will be considered as Matched L-1.
- (vi.) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc.) of price (L-1 rate).
- (vii.) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the tender documents and the delay would occur in executing the order, shall inform the RMSC immediately without loss of time and the purchase orders shall be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.
- (viii.) If the L-1 supplier has failed to supply/ intimated RMSC about his inability/ delay in supply as per the purchase order, the required items within the stipulated time or as the case may be, RMSC may also place purchase orders with the Matched L-1 Bidders for purchase of the items provided such matched L-1 Bidders shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount . Such Bidder is eligible for the placement of purchase orders for the item quoted by them.
- (ix) Subject to para (vii) above, while RMSC has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be place with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.
- (x) (x) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the tender and all provisions of the tender document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L-1 supplier.
- (xi) (xi.) If the supplier fails to supply the item for the purchase orders, at any point of time, either fully or partly, within the stipulated time, RMSC is at liberty to place purchase orders with other Bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by then and in such cases the supplier is liable to indemnify RMSC, WITH OUT ANY PROTEST OR DEMUR, for the difference in cost incurred by RMSC and the RMSC is entitled to recover the difference in cost from the amount due/payable to the supplier.

Signature of Bidder with seal

- (xii.) The supplier shall supply the entire ordered quantity as per supply schedule as per clause 18 including installation 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.
- (xiii.) Deleted
28. **VALIDITY OF TENDER:** - Tenders shall be valid for a period of 90 days from the date of opening of financial bid and may be extended for further 90 days with mutual consent of firms.
29. **PRICE ESCALATION:-**
Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the purchases made under this tender or agreement. However, the provisions provided for tax variations are exclusive to this clause.
30. **SUBLETTING OF CONTRACT:-**
Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the M.D., Rajasthan Medical Services Corporation, Jaipur shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.
31. **FALL CLAUSE:-**
The prices charged for the Store supplies under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder sells the stores of identical description to any other persons during the period of the contract. If any time, during the period of the contract, the Bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the M.D., RMSCL, Jaipur and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
32. **COMPREHENSIVE MAINTENANCE AGREEMENT (CMA):- Deleted**
34. All correspondence in this connection should be addressed to the M.D, RMSCL/ E.D. (EPM), RMSCL, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan. Technical questions should be referred to the M.D., RMSCL, Jaipur direct by correspondence or by personal contact.

Signature of Bidder with seal

35. (i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their tenders.
- (ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if :-
- (a) fails to execute a contract or fails to execute it satisfactorily ;
 - (b) no longer has the technical staff or equipment considered necessary ;
 - (c) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ;
 - (d) the firm is suspected to be doubtful loyalty to state .
 - (e) the State Bureau of Investigation or any other investigating agency recommends such a course in respect of a case under investigation .
 - (f) M.D., RMSCL, Rajasthan, Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.
36. No Action on the letter head of the Bidder /firm regarding any complaints against the Corporation will be taken unless the letter head bears the signature of the Bidder or the Authority higher than the bid signatory of the firm.
37. (i) Any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. etc. for limited or unlimited period.
- (ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.
38. The Corporation reserves the right to accept any tender not necessarily the lowest. Corporation may reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/supplier.
39. The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in this catalogue is also reserved by the M.D., RMSC Ltd., Rajasthan, Jaipur.
40. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
41. The Bidder must sign all the pages of tender document at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto.
42. The Purchase Committee of RMSC may recommend change/ modification in terms and conditions in the exigency of the corporation work. In case of such urgency the Terms & Conditions shall be got approved from the Board of Directors of RMSC.
43. **JURISDICTION:-** All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in Jaipur only.

Signature of Bidder with seal

- 44. APPLICABILITY OF CLAUSES:-** All the clauses from 1 to 44 and their annexures, formats & enclosures are applicable for the tendered items.

Managing Director
Rajasthan Medical Services Corporation
Limited
Rajasthan, 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 tender document.

Signature of Bidder with seal

Special Terms and conditions for Purchase of Equipments & Instruments

- 1 Technical details, Tender form duly signed in all respect, Earnest Money and all other required Documents should be submitted in Cover "A" and Financial details, should be submitted in Cover "B" otherwise tender will not be considered.
- 2 Deleted
- 3 Comprehensive guarantee period with spare parts (except consumables) for at least three years or 3 lac kilometer which ever is later on complete AMBULANCES including engine, Gear box, AC, Medical equipment/ all assemblies and other equipments from the date of delivery of the said AMBULANCES from date of delivery.
- 4 Conditional tenders will not be considered.
- 5 List of consumable items is to be provided in technical bid which is not covered under the guarantee period otherwise all the consumable will be treated as spare parts covered under the guarantee.
- 6 During breakdown of ambulance (Vehicle/Equipments/Machines) regarding fabrication work and other items supplied by the bidder, firm will depute the engineer for immediate rectification of defect within 48 hours positively on site otherwise a sum equivalent to 0.25% of the cost of *per Ambulance* per day will be recovered from the firm as penalty from the date of intimation.
- 7 ***Bidders having proven capability to provide immediate after sale services will be an important aspect during evaluation of bids. Bidders to provide exhaustive list of company service centers address/ contact in Rajasthan.***
- 8 4 Nos preventive maintenance in a year visits and any number of breakdown emergency calls will be provided by the firm during guarantee period.
- 9 Conditional tenders will not be considered.
- 10 All bank charges will be to firm's account.
- 11 Transshipment will be permitted and partial shipment not allowed.
- 12 Payment will be released after installation, demonstration of machine & training satisfactorily.
- 13 The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR) only.
- 14 All certificate should be valid on the date of submission of tender & issuing of supply order.
- 15 The bidder should be a manufacturer/Fabricator who must have manufactured/Fabricate and supplied and installed satisfactorily ambulance/mobile medical unit in India to the extent of atleast 25% in last three Calendar years (2009-2011) of the quantity specified in the NIT. The list of such installation of the quoted equipments are to be provided by the bidder in the enclosed Performa.(Annex.-F) and should submitted self attested copy of purchase order, Indent and invoice(Inclusive of Quantity & Rate).
- 16 The name & make of articles which are offered should be mentioned against each item of the catalogue. Mere indication of English/USA/Indian will not serve the purpose.
- 17 In the case of supply of imported item the suppliers shall furnish a certificate along with the bill to effect that the firm have completed all the formalities in connection with the import.

Signature of Bidder with seal

- 18 **Payment :- (a) No advance payment will be made. 90% payment will be made against the delivery and satisfactory operation of the ambulance & instruments therein. This amount is to be paid subject to production of satisfactory pre-despatch inspection report of the technical committee and quality assurance certificate from third party. (DGS&D/State Motor Garage, Rajasthan/MNIT experts etc. at the time of placing the order will be decided by the purchaser)**
(B) Rest 10% payment will be made against the 5% bank guarantee amount of the total value of the supply order. Which will be released after guarantee period.
- 19 **Bidder will prepare a sample of ambulance and inform the department, there after inspection committee will inspect and approve the sample of ambulance in all respect than remaining ambulance will be prepared by the bidder.**
- 20 **Inspection:- (a) Supply of the ambulance will be made alongwith quality assurance certificate of the ambulance from third party.**
(b) Inspection charges regarding third party inspection will be born by the bidder.
- 21 **Pre-despatch inspection will be carried out by Technical Committee constituted by M.D. (NRHM)/Director (PH)/MD, RMSCL which will consist three/ four technical members: 1) User, 2) Bio-medical Engineer, 3) Mechanical Engineer, 4) Other Nominated. The committee may also check out the manufacturing/ fabricating process of the ambulance and the installation of the required instruments in the ambulance and ensure the good quality in Fabricating process of the ambulance is maintained according to the technical specifications of tender.**
- 22 **The rates in the tender for ambulance being with different models, makes, sizes and other specifications of the various models of different firms (found technically qualified) may be decided/approved for more than one company/firms looking to the suitability for operations in the different medical institute of the Department as well as in the different Geographical terrains/ conditions of Rajasthan.**
- 23 **Vehicle manufacturer/ fabricator/ consortium is required to deliver complete ambulance in lot of ten or more as per delivery schedule mentioned in supply order.**
- 24 **Inspection Committee will inspect the fabrication material/components.**
- 25 **Department may arrange test of any material used in ambulance if required. Testing Charges will be borne by the tenderer and if sample does not meet the specifications then proportionate cost will be deducted from the bill raised.**
- 26 **Rate should be quoted for complete ambulance.**
- 27 **All expenses and responsibility of registration of the vehicles in the name of 'Project Director, NRHM or as Directed by the Departmental Authority at the time of supply order, will be on account of the Bidder. However, Purchase Officer to cooperate in signing and providing the required applications etc. for the purpose of registration of the vehicles.**

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

Signature of Bidder with seal

SPECIFICATION OF AMBULANCE

General Vehicular Design and Floor Plans:

This ambulance should be fully built on chassis of a major Indian OE manufacturer of repute. In either case, the vehicle manufacturer should have dealership network and repair servicing facility in major cities of India.

The ambulance should be designed, built and complete with operating accessories as specified herein. The assembly, sub-assembly and equipment should be integrated in such a way so as to enable the vehicle function in a reliable way and in a sustained fashion for durability, safety and comfort.

The design of the vehicle and the specified equipment shall permit accessibility for servicing/replacement and adjustment of components/parts and accessories, with minimum disturbance to other components and systems. Also, the bidder shall ensure that sufficient re-enforcement is provided to protect the components, assemblies, pipelines, tubing, wiring, etc. which are susceptible to damage/hazards encountered during on-road, off-road, cross-country operations of ambulance.

The emergency medical care vehicles, including chassis, ambulance body, equipment, devices, medical accessories and electronic equipment shall be brand new standard commercial products, tested and certified to meet or exceed the requirements of these specifications.

The ambulance should meet the axle load distribution as per Central motor vehicles Rules.

The gross payload applicable herein is maximum 1.5 ton. (This payload is after the ambulance is fully built accommodating all necessary fitments, equipment, tools, etc).

Ambulance should have two compartments i.e driver's cabin and patient compartment. Separated by a partition with a view panel and should not be accessible to dust water with all doors and windows closed.

Overall Dimensions:

The overall length of the ambulance should be 5400 m.m to 5500 m.m excluding rear steps and bumper guard.

The overall width of the ambulance should be 2000 to 2100 m.m.

The finished floor (loading) height shall be such that specified collapsible stretcher may be loaded in ambulance smoothly single handedly with full comfort of patient.

Overhang

The front overhang of the vehicle shall not exceed 40% of the wheelbase (excluding front tow hook). The rear overhang of the vehicle shall not exceed 60% of the wheelbase (excluding rear entry steps and toe hook).

Ground Clearance

Vehicle should have ground clear of 180 mm minimum to 210mm maximum

Diesel Engine and Power Train

The diesel engine should meet BS III requirements of CMVR TAP Document, prevailing in the state of registration of the vehicle as on date of commissioning.

The engine coolants, lubricants, oil etc should be able to perform satisfactorily under atmosphere temperature upto 50⁰ C, and also at prevailing humidity, pressure and weather conditions in state of Rajasthan accessibility to check, maintain and refueling for oil, lubricants etc should be easily accessible and marked/symbolized.

Signature of Bidder with seal

The engine horse power, torque, drive train and transmission and tyres should be such that it should meet the following requirements:

1. The vehicles shall be capable of a sustained speed of not less than 75 km/h over dry, hard surfaced, level roads.
2. The engine of the vehicle should of minimum 75 HP generation capacity.
3. The vehicle should be able to negotiate hilly area gradients and sharp bends.
4. Alternator capacity output not less than 90 amp.

Steering & Suspension

Ambulance should be fitted with power assisted steering system, for easy and comfortable steerability of the vehicle at low and high speeds. The vehicle also should comply with the steering requirements, as per CMVR.

Vehicle shall be equipped with laterally matched sets (front and rear) of spring, torsion, or air **suspension system** components suitable to ensure comfortable ride and safety of the patient. The suspension maybe reinforced suitable to provided additional comfort.

Tyres

The tyres fitted on the ambulance should be Radial tyres (with/without tube) of Indian make, and type approved by any of the testing agencies specified in CMVR, 1989 for its load, speed performance and durability and tyres should be two in front and two in rear with spare wheel.

A spare wheel should be housed at appropriate place and indicated.

Brakes

The vehicle should meet all requirements of CMVR. Though it is desirable that the ambulance be equipped with ABS System, fitment of the same is optional.

Fuel Tank (Fuel Storage capacity)

The fuel tank should be approved as a stand-alone component, as per Indian Standard/ CMVR requirement, for all necessary safety aspects and performance.

The capacity of the fuel tank should be such that it should suffice the need 400 km. with one-time filling. The fuel tank should be with fuel fill splash plates.

Cab-Body Provision

Additionally, driver's cabin should be provided with-

- a. Dual sun visors (padded)
- b. Armrests, mounted on each side door.
- c. Key operated ignition/starter switch.
- d. Ammeter and Voltmeter – OPTIONAL.
- e. Fuel Gauge (s).
- f. Oil pressure gauge- OPTIONAL.
- g. Engine temperature gauge.
- h. Speedometer with odometer.
- i. Environmental controls (air conditioning etc).
- j. Seatbelt and shoulder harness for driver and passenger.
- k. Dual outside mirrors.
- l. Cab lighting and controls.
- m. Electric horn (s).
- n. Throttle control- OPTIONAL.
- o. Rear Door open indicator.

Signature of Bidder with seal

Body Structure

Ambulances built on OEM Chassis, the ambulance should be fabricated at an IS 16949:2002 or equivalent certified facility.

Combination of 10/12/14G pressed section & 16 gauge MS square galvanized tube structure with epoxy (primer coating) for anti-corrosion, rolled “C” channels for the floor cross members with pressed section for the roof & floor longitudinal.

Body cross member shall be welded with long members using gusset and shall be designed to support the Ambulance body rigidly and withstand tensional loads. Complete structure welding with CO2 process(mig welding).

Drip rail(s) shall be provided around the entire body and have drain points at each corner.

The ambulance should have tow hook as per CMVR.

Branding/ Stickers

The supplier of the vehicle shall provide the branding/ stickers as per approved design provided by NRHM. The design will bear the 108-ambulance ensign (approximately 30sq. ft) and IEC material printed on vinyl film of good quality

Patient Compartment

The patient compartment shall have the provisions for housing:

- a roll-in self-foldable/collapsible stretcher for the patient
- a folding/scoop stretcher
- a squad bench to accommodate minimum four sitting patients or the above mentioned folding/scoop stretcher
- a washbasin with foot operated tap
- Medical Equipment as specified
- Various drugs and consumables
- Other Equipment as specified

Patient compartment volumetric space shall be sufficient in size to transport occupants and accommodate / store all stretchers, squad / cots and litters.

The **length** of the patient compartment measured from partition to the inside edge of the rear loading door at the floor level shall be at least 3350mm \pm 15mm.

The **width** of the compartment after installation of cabinets shall provide 460 \pm 10 mm clear aisle walkway between stretcher / cot and the base of squad bench, with the cot located in the street side (non-centred) position.

The patient compartment shall provide at least 1780 mm \pm 5mm **height** over the patient area, measured from floor to ceiling panels.

An **access window** between Driver’s Cabin and Patient Compartment should be provided at appropriate location for visual checks and voice communication between the cabin and patient compartment. This window should be latch able from the patient cabin side and should be transparent, shatter proof and shall have adjustable opening.

Complete **interior panelling** of the sidewalls, partition between patient cabin and driver cabin, roof (of both patient and driver cabin) & back door panels should be made from long life superior quality Fibre Reinforced Polymer (FRP).

The FRP wherever used, should have the following characteristics:

- Thickness – minimum 3.0 mm for FRP.
- Inbuilt colour
- Fire retardant as per IS – 6746 of 1988 or latest
- Should meet lamination standard IS – 10192 or latest

There should be PUF / PU min. 12 mm thick or thermocol min. 45mm thick or equivalent insulation for reduction of heat and noise within the patient compartment. The insulating material should be non-toxic, non-settling type, vermin proof, mild dew proof and non hygroscopic.

Signature of Bidder with seal

Provision should be made for placement of power switches / sockets/ manifold outlets/ major medical equipment, with sufficient reinforcement for holding them securely while in transit.

Adequate provision for storage of medicines/consumables/equipment should be made by providing lockable **cabinets & drawers**. These should be made of fire retardant material, in sync with the ambulance's internal look and feel. The drawers should be on steel guide ways (of reputed brands only) & provided with ball socket locks to arrest the drawers opening during motion of ambulance.

The **floor** should be fitted with minimum 3.125 mm aluminium clad chequered sheet or fire retardant 12 mm high density marine plywood with 2mm thick Anti-skid PVC vinyl matting or FRP with Anti-skid coating. If floor is appreciated marine plywood, suitable size of S.S sheet to be provided in rear side (stretcher loading area) to prevent scratches with flat head screw upto the stretcher wheel travel area.

The **footsteps** should be provided appropriately in the rear for easy entry/exit to the vehicle with sufficient reinforcement at both ends.

2 windows to be provided, one in each in side, at suitable height from ground for patient privacy.

The complete interior should be edgeless and suitable for easy cleaning / scientific fumigation / treatment of disinfectants. The ambulance interiors should be designed with care to avoid injuries by fall of equipment or cylinder on persons inside the ambulance in case of turmoil due to bad road conditions.

The **rear loading door** for entry into Patient Compartment should be of appropriate size and the door opening should be side-ways (preferably 270 degrees opening). Each door should be hinged at least at two places and should have firm latching provision.

Ambulance should have cabinets for storing medical equipments, supplies, wash basin and dust bins alongside the partition wall. Storing cabins are to be made of renowned brand of suitable thickness ply wood with (BWR and fire proof) width size & depth of min. 600 mm and height 900 mm. approximately. The ply wood to be clad with S.S.Sheet (mirror finished). All the hardware like rails, channels, slides, locks, catchers, hinges, handles should be of heavy duty and of reputed make. Wash basin should be of S.S. with water top and supplying water through motorized pump (12v DC power operated heavy duty) with foot operated control to pump the water from fresh water tank. Fresh water tank and drain water tank of S.S and capacity 18 liter approx. Two no portable- concealed dust bins with spring loaded lids for waste disposal to be provided preferably under the wash basin.

A suitable size of squad's bench to be provided in left side with outside openable top seat. It will be used for storage purpose of extrication tools. Suitable size of foam cushions to be provided for comfort.

A comfortable foldable seat for EMT to be provided of suitable size with Velcro belts to fold it up. It should have one waist seat belt and facing towards the rear of patient compartment.

External oxygen cylinder compartment and delivery system to be provided. A suitable trolley to be fabricated with bonnet type locking arrangement and lever to be provided in driver cabin for opening. It should be dust proof. Trolley should be designed to hold two D-type oxygen cylinder under medical cabinet, both the cylinders can be handled independently. High pressure fire proof tubing (280 bar/4060 PSI) with male & female bull nose brass connector at both ends to be provided for connecting cylinder to gas regulator inside the patient compartment. Gas regulator is to be two stage pressure gauge. 2 No. humidifier bottles and flow meters (0-15 lit per min.) to be provided. Four points of brass (3+1) 3/8" to be provided in complete one assembly. Oxygen door cylinder should not obstruct with the structural members. There should not be any electrical connection in near vicinity or inside the oxygen cylinder housing.

Signature of Bidder with seal

General

- (i) All the Panels, Parts Mounted and Provision for Medical Equipments to be Mounted, Shall have 4 mm thick Mild Sheet (MS Fe 410) sheet reinforced behind the specified area.
- (ii) Gap between the FRP sheet the vehicle body shell should be stuffed with (45mm thick) sand witch of PU foam and thermocol sheets to reduce the heat transmission.
- (iii) Provision for placement of power switches/sockets/fans/air conditioner, telemedicine and for upgrading other electrical items **eg: solar panels.**
- (iv) Provision for I.V hooks and holders 2 no. should be made on the ceiling or right side of the ambulance compartment with provision for holding it tight.
- (v) Adequate provision for safeguarding oxygen regulator on the right side panel at suitable height.
- (vi) Adequate provision to securely hold spine board along RHS wall over wheel hump.
- (vii) Six plug switch board with on/off switches of standard quality (230 V AC) to be made available on the RHS wall around Medical Equipment's console Area.

Head Racks:- Head racks (FRP-3mm thick mm) of suitable size to be built above the squad bench integrated with roof. Inner surface of head racks to be based with soft heatlon sheet of 4mm thickness. Head racks should have suitable closures to cover the opening and easily openable.

GRAB-RAILS:- A grab rails of S.S to be provided with the ceiling with proper support at 4 places, the dia of pipe should be 30 mm min.

Suitable provision should be made available for securing the spine board above the RHS wheel hump cover with velcro band, scoop stretcher by the side of squad bench, wheel chair to be placed suitably with velcro belts and fire extinguisher placed properly.

All the rear and side window should have non transparent white film pasted up to a height which is 50 mm more than half of the height of window to avoid any visibility into the ambulance.

Water Dispenser:- A water dispenser of 6 liter is to be provided with straps near wash basin area.

Air Conditioning system:-

- (i) It should be split A.C with suitable condenser and evaporator, and to be mounted on Roof and suitable for ambulance propose and driven by engine power.
- (ii) Its rated cooling capacity should not be less than 6.5 k.w. All units like blower, condenser cooling coil, expansion valve should be of reputed make. A warranty of three years should be there on each of these parts.
- (iii) It should be a Single/Double blower type.
- (iv) With 50mm ducts (ports), properly sealed for no air leakage, in two rows (four each row), on the ceiling of the patient cabin, with collapsible flaps to cover the ports.
- (v) Digital microprocessor based temperature controller should be provided with fully automatic PCB based power supply.
- (vi) A.C system shall be certified for passenger vehicle usage.
- (vii) Ambulance should be equipped with heating system for the patient compartment and hot air should come through **louvers?**

Inverter:-

- (i) True sine wave inverter.
- (ii) The batteries placed inside the driver's cabin with provision to be charged from external AC power,
- (iii) The inverter should be of well known brands.
- (iv) Inverter capacity- 600 watts/800VA,
- (v) Input range- AC 130 v -270V/DC 9.5V-13.8V,

Signature of Bidder with seal

- (vi) Frequency- 50 Hz,
- (vii) Power Factor- 0.8
- (viii) Output Voltage- 220(+/-)10% (regulated output from full charge battery voltage to low charged battery voltage)
- (ix) Waveform- Single Pulse PWM
- (x) Efficiency- 85%
- (xi) Charger- heavy duty CC/CV type with current limit at 12A with wide input range (150V-270A)
- (xii) Integrated AC/DC supply inside the vehicle synchronous with alternator.

Light bar:-

- (i) Rhombic shaped, Double layered structure, Combination of continually lit, turning lamps, High quality tungsten bulbs and xenon lamp tube (e.g. GRAND/SHOLPHIN).
- (ii) LED based configuration will be preferred.
- (iii) Long life span, high luminance, Voltage: DC 12V, Power: 92W + 18W,
- (iv) With integrated Public Addressing System of 100W (PMPO).

Flashers, Spot Light, Tube Light:-

- (i) (6Nos) high intensity Flashers, red-orange pair on either side, and both red on the rear of the vehicle.
- (ii) (3Nos) Spot/flood lights on three sides, except on the front, in the middle of each pair of Flashers.
- (iii) Spot lights 3 (non-external lighting) (LUMAX/AUTOLITE/GRAND MAKE) or EQUIVALENT AUTOMOBILE GRADE In Ceiling Inside the Patient Compartment, equality placed.
- (iv) (4Nos) tube light with fixture and built in inverter 12V DC powered on the both sides for internal lighting each on separates circuit. (METALITE OR ANY AUTOMOBILE GRADE) Voltage: 12V DC, Amps: 2.1, Lumens: 2175 Dimension (mm): 920.8x66.1x63.5 weight (kg): 0.953.
- (v) 220V AC/15 amp-3 pin (4Nos) and 12V DC- Round sockets (2Nos) power source with Crabtree or equivalent modular switches.
- (vi) External charge port with spring loaded lid. Has to be located at the rear over the foot step.
- (vii) One Mobile Charging Switch Socket assembly is to be provided in Pilot compartment.

Electrical Wiring:-

Should be of ISI specification wire e.g Finolex , Havels or equivalent

- (i) All the main components like
 - (a) AC Blower
 - (b) Condenser Fans
 - (c) Each of internal lightings (Tube lights)
 - (d) Internal lightings (spot lights)
 - (e) External lightings (Flashers)
 - (f) External lightings (spot/Flood lights)
 - (g) Light Bars

Should have separate circuits,(Power drawn Directly from source (with proper cut off switch after Battery/Inverter) and a Fuse in it.)

A laminated copy of standard wiring diagram should be provided with each ambulance for reference

Signature of Bidder with seal

Electrical Requirements

In ambulance, there should be two types of electrical design fitment and performance requirements.

1. Electrical power generated by the integrated alternator with engine. This alternator power generated should meet the requirement of automobile lighting, signalling, roof mounted bar, beacon lamps, visual and audible alarms, including HVAC requirements.

The alternator of the vehicle should be heavy duty to fulfil all required loads mentioned. Moreover, it should also provide additional 20 % (i.e. 120 %) of its full rated output, for continuous operation.

2. For auxiliary power requirements of the patient cabin – An inverter to be installed in a suitable place in the vehicle, which will fulfil the power requirements of medical equipments, interior illumination devices lamps, bulbs, tubes, entrance illumination, spot lights, etc.

Fuse and Other Safety Measures:.

- (i) A separate fuse to each of the (as mentioned above) circuits be given.
- (ii) There should be an indicator mark to each fuse on the fuse box be given to identify the fuse separately.
- (iii) There should not be any joints be given within the circuits wiring.
- (iv) At any unavoidable wiring junction(s) the wires should be joined through Bakelite connectors only.
- (v) There should not be any loose wiring and loose joints.
- (vi) Other than vehicle wiring harnesses, all wires/harness used for should be (Flexi cab, Finolex or equivalent make).
- (vii) All the electrical accessories should carry ISI mark and be approved by technical committee and should be of (ARAI/ISI) automobile standard.
- (viii) All other unspecified parts necessary for the wiring should be of Automobile grade and/ or ISI certified.

FM RADIO:-

One FM Radio of good quality/reputed brand is to be provided in the driver compartment with speakers.

CLOCK:-

A digital clock is to be provided in the patient compartment. It should have a minimum letter (font) Size of 50 to have better visibility.

DC Connections Socket:

Crabtree, 2 DC sockets 12V near Equipments area.

Roof/Wall mounted fans:-

- (i) Half safety metal guard, Screw mounting. Oscillating, 8 inches fan blade, 2- Speed switch, operated by DC 12V in 2 nos. in the Patient compartment.
- (ii) One fan (same as above) in Driver (Pilot) compartment.

Signature of Bidder with seal

Exhaust Fan:

To be mounted to patient between driver and ambulance compartment, to pump ambient air into the patient compartment. One 8 inches exhaust fan on patient wall.

General:-

1. **Curtain rod and curtains:-** Hospital curtains to cover door classes for patient privacy to be provided. Foldable sun wiser to be provided on the window between patient and pilot cabin.
2. **Pilot cabin light:** Light should be provided in pilot cabin having luminosity good enough to enable pilot in reading and writing in the registers.
3. External stickering as per the approved design by- Department of Medical, Health & Family Welfare Government of Rajasthan, Jaipur.
4. Velcrobe strips should be provided everywhere arresting the movement of any equipment/trays, curtains etc.
5. **Name Tagging:** Etched & color coded name tags should be provided on the medical drawers.
6. A white board of suitable size is to be provided and fixed for making notes with a marker pen.
7. Medical equipments as to be fitted in patient compartment at right side in such a way so they may not fall and convenient to use.

WORKMANSHIP CRITERA FOR ACCEPTANCE

General appearance of the vehicle shall not show any evidence of poor workmanship.

The following shall be reason rejection:

1. Rough, sharp or unfinished edges, burrs, seam, sharp corners, joints, cracks, and dents.
2. Non-uniform panels. Edges that are not filleted, beveled, etc.
3. Paint runs sage, orange peel, "fish eyes", etc. and any other imperfection or lack of complete coverage.
4. Body panels that are uneven, unsealed, or have voids.
5. Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing etc. such as door, body panels and hinged panels.
6. Improper body design or interface with the chassis that could cause injury during normal use or maintenance.
7. Improperly fabricated and routed wiring or harnesses.
8. Improperly supported or secured hoses, wires, wirings, wiring harnesses, mechanical controls.
9. Looses, vibrating, abrading body parts, components, subassemblies, hoses, wiring harnesses or trim.
10. Interference of chassis components, body parts, door, etc.
11. Leaks of any gas fluid lines, (AC, coolant, oil, oxygen, etc.)
12. To avoid noise, panel vibration, all panels and roof sheet metal has to be coated with anti druming compound
13. Sagging, non-form fitting upholstery or padding.
14. Incomplete or incorrect application of rust proofing.
15. Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction. All fasteners used should be of 8.8 grade.
16. All metallic parts used in fabrication should be coated with apoxy (primer) e.g Asian paints, SD or equivalent.

Ambulance vehicle will have following equipments which are to be placed/fitted properly and the specifications of these equipments are enclosed.

1. Auto loader- collapsible stretcher.
2. Scoop Stretcher

Signature of Bidder with seal

3. Spine board with straps and Head Blocks
4. Wheel chair.
5. Oxygen- System
6. Oxygen cylinder portable
7. Oxygen Key
8. Nebuliser Machine
9. Suction System.
10. Pulse Oxymeter.

NOTE:-In Exceptional circumstances, if due to some technical reasons, some minor deviations are found, they will be considered on case to case basis by technical committee whose decision shall be binding and final.

Patient Handling Equipment

1. Auto Loader – Collapsible stretcher :

- Automatic Loading, made of aluminum alloy.
- Collapsible. Wheeled to slide into the ambulance with ease with out damaging the ambulance floor.
- One person should be able to raise and lower it into an ambulance easily.
- Provision for head end elevation adjustable. Sitting posture for breathless patients - Maximum Angle of the Back 60°
- Side Railings to prevent fall of patients either side and to hold medical equipment
- IV fluid holding rod to go with the Stretcher
- Should be light, safe and reliable trouble free.
- Levers to control front and hind legs to fold while loading the stretcher in to the ambulance.
- Lock to lock & unlock the legs to prevent collapse of the stretcher while standing
- Locks for the wheels.
- Straps 3 in number to restrain the patient.
- Fixing devices to secure the stretcher in place not allowing side to side or vertical movements in the ambulance while on run.
- 50 mm thick high density foam mattress with Head rest -up holstered with water proof and fire proof rexin
- Net weight : 40 Kgs Gross Weight 50kgs
- Bearing Pressure or minimum load : 159Kgs.
- Product dimensions approx 190*54*90 c.m.

2. Scoop Stretcher

- Should be light, safe and reliable. Made of aluminum alloy
- Clutch Design in the middle so that the stretcher can be divided into left and right halves.
- Adjustable length according to patient's height.
- Easy to lock and unlock
- 3 Quick release buckle belts
- Dimensions: Max. Size (L*W*H) 225*45*6cm & Min. Size (L*W*H) : 168*43*7cm
- Net weight: 9Kgs
- Stretcher bearing: 159kg

Signature of Bidder with seal

Spine board with straps and Head Blocks

- High Density Poly ethylene - Single piece
- Rigid , Light & Floatable
- Resistant to bumps and corrosion
- Non absorbent, immune to infiltrations
- Easy to clean- water & soap should be enough.
- X ray & MRI compatible
- Net weight: 9Kgs Load Capacity : 159 Kgs
- L*W*H: 184*45*5 approx.

3. Wheel chair

- Should be light, safe and reliable. Made of aluminum alloy
- Folded size : 93*51*16
- Back Height: 91 cms Width: 50cms
- Seat height : 49 cms Width : 50 cms
- Net weight : 8 Kgs
- Pull through, telescoping long handles built in to lift patients & carry them through narrow passages.
- Loading Weight : 159 kgs

Oxygen-System

5. Oxygen Cylinder D Type (2 no. for each vehicle)

- Chrome Molybdenum Alloy 34 Cr
- Capacity :: 46.7 Ltr cap
- Working pressure : 150kg/cm² at 15 c
- Test Pressure : 250kg/cm² at 15o c
- Wall thickness : 5.5 mm min
- Gas (O₂) : 7 cumtr (7000 ltr of O₂)
- Standard : IS 7825 part II
- Valve : IS 3224
- Statutory certifications : ISI Standards, and Certified by Dept Explosives –GoI

6. Oxygen Cylinder Portable

- Max. Working Pressure at 15O C : 150kgf/cm²
- Test Pressure : 250 kgf/cm²
- Water capacity : 1.0 ltrs
- Gas Capacity (Cu.m.) : 0.15 Cu.m.
- Out side Dia ‘D’ (mm) : 232 mm
- Min. Wall Thickness ‘t’ (mm) : 3.2mm
- Length ‘L’ Approx. (mm) : 310mm
- Tare weight approx. (kg) : 2.5 Kg.

7. Oxygen Key

- Matching Key cum Spanner to release oxygen - same key may be used to release oxygen from portable cylinder.

Signature of Bidder with seal

8. Nebuliser Machine

- Piston / Atomiser-type electric aspirator. Compressed air nebuliser
- Motion Tolerant and for continuous use in Pre Hospital.
- Operating voltage: 230 V AC .
- Maximum pressure 3.5 bar
- Air power: 14 litres per minute
- Aerosol output: 106 µl per minute
- Residual volume: 1.24 ml
- Droplet size: MMAD 3.3 microns
- Filling volume: maximum 7 ml
- Noise level: 55 dBA
- In built thermal cut off systems may be desirable.
- Provision for fixing/Hanging in the Ambulance desirable.

9. Suction System

Suction Apparatus : Hand held manual

- Light weight.
- Vacuum(max) : 550mmHg.
- Disposable Container Volume : 250ml.
- Operating environmental temperature : -20C to + 50C.
- Storage Environmental Temperature : -40C to + 60C.

10. AC / DC / Foot Operated - Suction Pump

- 0 to 30 Ltrs flow rate
- High Vacuum below - 300 mm of Hg & High Vacuum of - 800 mm of Hg
- Portable & with a mounting bracket.
- Battery back up of 90 minutes minimum- rechargeable in ambulance
- Collection bottle 600 ml capacity and e-Sterilizable
- Overflow protection ensured
- Weight not more than 5 Kgs

11. Pulse Oxymeter

- Lightweight, convenient handheld
- Accurate during motion and low perfusion
- Battery back up - 06 to 08 hours
- Up to 24 hours of trending memory
- Microprocessor based non-fade memory monitor.
- For spot check or continuous monitoring
- Audible and visual alarms for High/Low Saturation
- Pulse Rate, Sensor Off & Low Battery - Alarms
- System should be connectable to PC for data downloading - Preferable.
- Protective boot cover with built in table-top stand
- Saturation accuracy
- Probes: - 1 no. for Adult purpose, y-probes 1 no. for Child and Neonates purpose.
- Extension cable for y probes.

Signature of Bidder with seal

- Perfusion: 0.02% - 20%
- Resolution - Saturation (%SpO2): 1%
- Saturation: 70% to 100%
 - No Motion
 - Adults, Pediatrics: ± 2 digits
 - Neonates: ± 3 digits
 - In Motion
 - Adults, Pediatrics: ± 3 digits
 - Neonates: ± 3 digits
- Low Perfusion
 - Adults, Pediatrics: ± 2 digits
 - Neonates: ± 3 digits
- Range of Display : 0 or 1% to 100%
- Pulse rate accuracy
 - Pulse Rate Range : 25 - 240 bpm
 - Pulse Rate (bpm) Resolution : 1 bpm
 - No Motion
 - Adults, Pediatrics, Neonates: ± 3 digits
 - Motion
 - Adults, Pediatrics, Neonates: ± 5 digits
- The unit should have ISI/CE marked/US FDA approved.

Note :

- 1. Should submit Catalogue of Quoted Model.**
- 2. The equipments which are not having ISI/CE, should be of reputed make.**
- 3. Equipment should be FDA/CE/BIS/Equivalent certified wherever applicable.**
- 4. Ensure continuous/ timely supply of spare parts for a period of 10years**

Signature of Bidder with seal

ANNEXURE- D

Rajasthan Medical Services Corporation Limited, Jaipur

SCHEDULE- A, FINANCIAL BID FOR QUOTED ITEM

(USE SEPARATE SHEET FOR EACH ITEM)

1	2	3	4	5	6	7	8	9
Cat No/ Name of Item	Name Item With full Specification	Brand	Approx Qty.	Packing Unit	Net Rate Per packing Unit (In Rs.)	Rate of RST (VAT) or CST if applicable	Rate of Excise duty (It should be included In net Rate) (Col, 6)	Amount of excise duty workout according ly Col.No. 8

Signature

Date

Name in Capitals

Company / Firm Seal

NOTE: -

1. CATALOGUE NO. SHOULD BE AS PER NUMBERING IN THE CATALOGUE.
2. THE RATE QUOTE SHOULD BE INCLUSIVE OF EXCISE DUTY BUT EXCLUSIVE OF SALES TAX.
3. EXCISE COMPONENT SHOULD BE SEPARATELY SHOWN IN COLUMN NO.8 FOR FURTHER REFERENCE.(SEE CONDITION NO. 14.(V) ETC.
4. RATE SHOULD BE QUOTED ON SEPARATE SHEETS FOR EACH ITEM. (SEE CONDITION NO. 5)
5. RATE SHOULD BE QUOTED ONLY FOR PACKING UNITS AS MENTIONED IN THE TENDER CATALOGUE.
6. NO QUANTITY OR CASH DISCOUNTS SHOULD BE OFFERED.
7. RATE SHOULD BE WRITTEN BOTH IN WORDS AND FIGURES.
8. READ ALL THE TERMS & CONDITIONS BEFORE FILLING THE ANNEXURE-D.

ANNEXURE –E

Rajasthan Medical Services Corporation Limited, Jaipur
Declarations and Undertakings (Terms & Conditions No. 4)

(On Non Judicial Stamp Paper worth Rs. 200/- Attested by Notary Public and submitted with Cover- A)

1. We..... (Name of firm) do hereby undertake that we have installed manufacturing capacity of quoted item in specified units of measurement in the tender has detailed below:-

S. No.	Quoted Item Details & Cat. nos.	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Monthly Supply Commitment to RMSC In nos.	Annual Supply Commitment to RMSC In nos.
1	2	3	4	5	6

2. We certify that the quoted model (of quoted item) is/are of latest technology & have not been outdated.
3. We certify that the rates (of quoted item) are reasonable & not sold on lower rates to anyone than charge from this institution.
4. We do hereby undertake that availability of spare parts & consumables for quoted model of each equipment is at least for 10 years from the date of installation.
5. We do hereby undertake that we accept condition of Comprehensive Guarantee period with spare parts of each quoted equipment as per Terms & condition or Technical Specification. (from the date of installation/ demonstration).
6. (a) We do hereby undertake that our company/firm has not been black listed/banned by any Govt. (Government of India/State Govt.) & their subordinate Departments for participation/submission of tenders.
- (b) We do hereby undertake that our company/firm has been black listed/banned by..... (Name of Govt./Deptt.) & required information as below :
- (i.) Cause of black listing/banning
- (ii.) For which item.....:
- (iii.) Period of black listing/banning.
- (iv.) Latest Status of black listing/banning
7. We hereby confirm that we have deposited all the VAT/Sales Tax / CST as on dated with the Department. No VAT/CST is due on M/s..... as on dated

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal

ANNEXURE-F
Ref. Clause No. 4.(ix)

ANNUAL TURN OVER STATEMENT

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

Sl. NO.	Years	Turnover in Lakhs (Rs)
1.	2009-10	-
2.	2010-11	-
3.	2011-12	-
	Total	- Rs. _____ Lakhs

Date
Seal

Signature of Auditor/
Chartered Accountant
(Name & Address.)

ANNEXURE-G

Rajasthan Medical Services Corporation Limited, Jaipur

STATEMENT OF PAST SUPPLIES AND PERFORMANCE

(SPECIAL TERMS & CONDITIONS NO. -14)

We..... (Name of firm) do hereby undertake that we have supplied --
----- (Name of quoted item).as per details given below:-

Calender Year	S. No	Order Placed by [full address of Purchaser with telephone & Fax no.]	Order No. and Date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipments been supplied & installed satisfactorily?
					As per contract	Actual		
2009-10								
2010-11								
2011-12								
Total (25%)								

Note:-

1. It should be notarized and submitted with technical bid.
2. At least 25% of the quantity specified in the NIT in last three calendar year (2009-2012).
3. If the above information found incorrect after verification tender may not be considered.

However, the past performance criteria is not applicable for ISI Marked Items.

Place :

Date :

(Name)
Signature of
Bidder with Seal

ANNEXURE –H

Rajasthan Medical Services Corporation Limited, Jaipur

Statement of Plant & Machinery, no of employees and factory area

(on non-judicial stamp paper worth Rs. 50/-)

(It should be notarized & submitted with cover "A")

- (i) List of Plant & Machinery available for production of equipment.
- (ii) List of items which they are manufacturing.
- (iii) Area of unit with working space & authority letter of allotment.
- (iv) Stock position of raw material.
- (v) Registration certificate for manufacturing unit/S.S.I. unit from Industries department.
- (vi) Man power status.
- (vii) Quality control lab and list of equipment for quality control measures.
- (viii) Certificate for Govt. Agency/ Chartered engineer for production capacity assessment.

(Name)
Signature of
Bidder with Seal

ANNEXURE -I

Rajasthan Medical Services Corporation Limited, Jaipur

PRE- STAMP RECEIPT UNDER T & C NO. 9(II)

(To be submitted with cover "A")

We are received DD/BC No. dated for Amount
Rs. from Managing Director, Rajasthan Medical Services Corporation, Jaipur.

This as EMD against Tender No.dated and sanction
No. Dated

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal

ANNEXURE -J

Rajasthan Medical Services Corporation Limited, Jaipur

Format of Affidavit (T&C No. 4 (v), 9(iii)- EM-II

(On Non Judicial Stamp Paper of Rs.10/-)

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

- (a) My/Our above noted enterprise M/shas been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Center..... The acknowledgement No. is datedand has been issued for Manufacture of following items.
- (i)
 - (ii)
 - (iii)
 - (iv)
 - (v)
- (b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and 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

**ANNEXURE-K-I
(STATEMENT NO. I)**

Rajasthan Medical Services Corporation Limited, Jaipur

To,

Executive Director (EPM),
D-Block, Swasthya Bhawan, Tilak Marg,
C-scheme, Jaipur-302005
Telephone no. 0141-2223887
Fax no. 0141-2228065

Subject :- Regarding submission of supply status in statement no.- I

NAME OF FIRM: _____

RATE CONTRACT NO & DATE _____

ITEM _____

S. No.	Supply Order		Material Ordered			Stipulated date of completion of supply	Material Supplied	
	No. & Dt.	Amount (Rs.)	Consignee	Name of Item	Qty. (in Unit)		Qty. Supplied (in Unit)	Actual Date of receipt
1.	2.	3.	4.	5.	6.	7.	8.	9.

Note:- Please give cumulative item wise supply status of the firm.

(SIGNATURE OF SEAL OF FIRM)

(SIGNATURE & SEAL OF CONSIGNEE)

NOTE:-

1. Column no. 1 to 9 is to be filled by firm.
2. The information filled in by firm shall be corrected, completed and verified by Consignee/ Purchase Officer, wherever required.
3. The unit shall be as per rate contract.
4. The above information shall be cumulative for each item supplied by the firm to individual Purchase Officer/ Consignee.
5. Attach separate sheets whenever necessary.

ANNEXURE-K-II
STATEMENT NO. II

Rajasthan Medical Services Corporation Limited, Jaipur

To,

Executive Director (EPM),
D-Block, Swasthya Bhawan, Tilak Marg,
C-scheme, Jaipur-302005
Telephone no. 0141-2223887
Fax no. 0141-2228065

Subject: - Regarding submission of Consolidated Contract Completion Report in
statement no.- II

NAME OF FIRM: _____

RATE CONTRACT NO & DATE _____

NAME OF ITEM _____

S. No.	Supply Order		Ordered Qty.			Stipulated date of completion of supplies	Actual Supply		Qty. Remained unsupplied		Date of Expiry of guarantee period	Pending Complaint of defective material	Remarks/ comments of Consignee or- Performance
	No. & Dt.	Amount (Rs. in Lacs)	Consignee	Item	Qty. (in unit)		Actual date of receipt	Quantity (in unit)	Quantity (in unit)	Reasons			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Please also comment on comprehensive annual maintenance contract date & present status.

(SIGNATURE OF SEAL OF FIRM)

(SIGNATURE & SEAL OF CONSIGNEE)

NOTE:-

1. Column no. 1 to 14 are to be filled by firm and shall be submitted to E.D. (EPM).
2. The Purchase Officer/Consignee also comments in Col, 14 about performance/ adverse report, if any.
3. The information filled in by firm shall be corrected, completed and verified by Consignee/ Purchase Officer, wherever required.
4. Attach separate sheets whenever necessary.

ANNEXURE-L

Rajasthan Medical Services Corporation Limited, Jaipur
Comprehensive Maintenance Agreement (C.M.A)

This Comprehensive Maintenance Agreement ("Agreement") is made on at **Jaipur** by and between:

....., (**Name of Firm/Company With Address**)
..... through (hereinafter referred to as the (**Name of Firm/Company**))..... which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns)

AND

Managing Director, Rajasthan Medical Services Corporation Limited, Jaipur or his designated officer's (hereinafter referred to as the "Purchase Officer" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns):

WHEREAS:

- A. (**Name of Firm/Company**)..... is inter alia, engaged in the business of marketing of equipments and apparatus/instruments manufactured by (**Name of Firm/Company**)..... in India and it also provides maintenance service for **Equipments & Instruments** in India;
- B. The Consignee has asked to provide service and maintenance of Equipments installed in its premises and (**Name of Firm/Company**)..... has agreed to provide the services (as defined in Clause 3 below), subject to terms as contained in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND COVENANTS AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT, ADEQUACY AND LEGAL SUFFECIENCY OF WHICH ARE HEREBY ACKNOWLEDGED AND AGREED TO BY THE PARTIES, THE PARTIES EXECUTE THIS AGREEMENTAS FOLLOWS:

- 1. COMMENCEMENT :- CMA will only be commence after the two years guarantee period and a written request by concerned M.D., RMSC/ E.D. (EPM), RMSC or his authorized officer to the firm. The M.D., RMSC/ E.D. (EPM), RMSC shall ensure the availability of funds and shall also examine the CMA necessity for a particular equipment/instrument.
- 2. **TERM, EXTENSION AND TERMINATION OF THIS AGREEMENT:**
 - (i) This C.M.A. is the supplementary part of Original Agreement (Rate Contract) No. ----- of this equipment or instrument.
 - (ii) The validity period of this C.M.A. is for 5 years, which starts from the next day of completion of Guarantee period Rate Contract referred in clause first above. The C.M.A. Starts from----- day of ----- 2012 and shall end on the dated-----. However, CMA may be extended for further two years by mutual consent subject to the same terms & conditions.
 - (iii) The Security deposited shall be refunded as per clause 12 of original Agreement R/C No. ----- Subject to that :-
 - (a) The 25% of total deposited S.D. amount shall be withheld against the security of this supplementary (CMA) agreement.

- (b) If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described under clause-8 or any other recovery from security deposit.

The Purchase Officer may terminate this Agreement during the Term of this Agreement, at any time as he considers appropriate in the interest of department. No compensation shall be paid to said firm for termination.

3. Scope of this Agreement and Services to be rendered under this Agreement by..... (Name of Firm/Company).....:

- (a) Onsite & Service Centre Labor for carrying out preventive maintenance and repairs.
- (b) All parts require replacement shall be supplied to the Consignee by the **(Name of Firm/Company)**under this agreement at no additional cost, during CMA period.
- (c) Safety and software updates for features that were originally purchased and forming part of the Equipment during commencement of this agreement.
- (d) Routine Cleaning, lubrication, replacement of o' rings gaskets etc. for all mechanical instruments.
- (e) Routine cleaning & calibration of electronic equipments.
- (f) Spare parts are included in the CMA offer and will not be charged extra.
- (g) Firms Offering Conditions:-
 - Response time < 48 Hours after first contact
 - Service hours Mon-Fri (09:30-18:00)
 - Preventive Maintenance (PM)** Any number
 - Parts for Preventive maintenance All, as per requirement
 - Breakdown All
 - Technical & Application Support Session As required
 - Demonstrations & Trainings As & when required

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

- (h) Contact Details of service providing firm:
 - Full Address:
 - Email ID:
 - Hotline:
 - Service Portal:
 - Toll Free Number:

(ii) Exclusions of Service under this Agreement:

- (a) Damages caused by or arising out of or aggravated by fire caused by sources external to the Equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations, (whether war be declared or not), civil war, revolution, insurrection, mutiny, Labor unrest, lockout, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or

destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.

- (b) Any work external to the Equipment covered under this Agreement.
- (c) This Agreement does not cover hardware upgrade of any kind.
- (d) All consumables as per Bid documents as per as clause- 5 .
- (e) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CAM agreement period.
- (f) Training for the Quoted equipment/machine, if required, will be provided by the firm without any additional charges.

(iii) Limitations of Services under this Agreement:

- (a) Maintenance and updates will be provided based on originally purchased software options. Additional features, hardware or software, that are not part of the Equipment on commencement of this Agreement are not included in this Agreement but can be included on mutually agreed terms and conditions, reduced in writing.
- (b) Parts will be replaced at the sole discretion of **(Name of Consignee)**.....
- (c) Whenever a breakdown call is attended, then during such visit, preventive maintenance can also be carried out. Hence, such a visit may be treated as a preventive maintenance visit also.
- (d) If required and permitted, the transportation of equipment from Purchase Officer to service center of firm and back to Purchase Officer site, is sole responsibility of the service providing firm company.

4. CARE FOR THE EQUIPMENT:

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

5. PRICE

- (i) In consideration of **(Name of Firm/Company)**..... providing the Services (as set out in Clause 2 above), the M.D., RMSC/ E.D. (EPM), RMSC shall pay to **(Name of Firm/Company)**..... Maintenance Contract charges (hereinafter the “CMA Charges”) for the equipment set out in Annexure L, annexed to this Agreement.
- (ii) The CMA Charges specified above is inclusive of all taxes, levies, impositions, cess etc. as may be applicable on the Services rendered by **(Name of Firm/Company)**..... to the Consignee. If any fresh taxes, levies impositions, cess is levied and changed by the appropriate governmental authority during the Term of this Agreement; the variation shall be borne by the Purchase Officer.
- (iii) All the defective parts/items shall become the property of **(Name of Firm/Company)**..... on replacement of parts and have to be returned to **(Name of Firm/ Company)**..... by the Purchase Officer only if same are replaced without charges.

(iv) No price escalation will be applicable.

6. LIST OF CONSUMABLES:

The (Name of Equipment)..... has the following requirement of consumables without which this equipment cannot be made Operational/functional :-

- i.
- ii.
- iii.
- iv.
- v.

A Committee of three members comprising of Hospital In charge, Specialist and the senior most accounts person of that institution will decide the reasonable rates of consumables by negotiation with the firm.

7. PAYMENT TERMS:

The M.D., RMSC/ E.D. (EPM), RMSC shall make 50% advance payment of annual maintenance charges after completion of each six month of satisfactory service by way of Demand Draft/Account payee cheque in favour of service providing firm. The remittance charges shall be borne by the firm. The Consignee shall ensure that maintenance and repair are satisfactory during last half yearly period before further advancing CAM charges to firm.

8. LIQUIDATED DAMAGES:

- (i) The Supplier/service providing firm shall be liable to pay a penalty of Rupees One Hundred per day (**Varies from equipment to equipment**) if the firm didn't response after 48 hours from the time of receiving first complain. The complaint may be sent to firm by way of telephone/fax/letter or e-mail. The amount of L.D. will be directly deducted from the S.D. of the firm at the time of refund or before by way of any adjustment order.
- (ii) During breakdown of equipments/machine firm will depute the engineer for immediate rectification of defect within 48 hours positively otherwise equipment may be got repaired on the risk & cost of firm.

9. ASSISTANCE FOR PROVIDING SERVICE:

The Purchase Officer shall give **(Name of Firm/Company)**..... full access to the Equipment to enable **(Name of Firm/Company)**..... to provide service, make available to the representative of **(Name of Firm/Company)**..... appropriate Purchase Officer staff who are familiar with the Purchase Officer work and provide suitable working space and facilities.

10. LOCATION & LOCATION CHANGE :

The Location and place of installation shall be decided by the appropriate authority of Corporation. The Consignee may transport/shift any Equipment or part thereof without the express consent of **(Name of Firm/Company)**..... and asked for maintenance of equipment without any additional cost.

11. INDEMNIFICATION:

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

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

12. DISPUTE RESOLUTION COMMITTEE:

If both the parties fail to resolve any issue bilaterally then the specific point may be placed before the Dispute Resolution Committee consisting M.D., RMSC/ E.D.(EPM), RMSC and concerned purchase officer. The service providing firm shall participate in proceedings through his authorized signatory of rate contract holding firm only.

13. 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 hereto have signed this Agreement on the day and year first hereinabove written:

SIGNED ON BEHALF OF THE

SIGNED ON BEHALF OF THE

SIGNED-----

SIGNED -----

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

NAME_____

NAME_____

(CAPITALS)

(CAPITALS)

DESIGNATION:_____

DESIGNATION: _____

RUBBER STAMP
Witness No. 1

RUBBER STAMP
Witness No. 1

Witness No. 2

Witness No. 2

ANNEXURE-N

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

I/We M/s. represented by its Proprietor/managing Partner/Managing Director having its Registered Office at and its Factory Premises at do declare that I/we have carefully read all the conditions of tender in Ref. for supply cum rate contract of **Item** for Rajasthan Medical Services Corporation Ltd. for the year 2012-14 and accepts all conditions of Tender including amendments if any.

I/We agree that the Tender Inviting Authority may forfeit Earnest Money Deposit and or Security Deposit and blacklisting 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 tender document as presented in bid, Annexure-B and other relevant documents.

Signature & Seal of bidder
Name & Address:

Note:- To be attested by the Notary

ANNEXURE-O

Rajasthan Medical Services Corporation Limited, Jaipur

VERIFICATION

I.....S/o.....Aged
.....Yrs.....residing at
Proprietor/Partner/Director of M/s..... verify and confirm
that the contents at annexure (A) to (N) above are true and correct to the best of my
knowledge and nothing has been concealed therein. May God help me.

DEPONENT

Registered

Rajasthan Medical Services Corporation Limited, Jaipur
E.D. (EPM), Room No-312 , ‘D’-Block, Swasthya Bhawan,
Tilak Marg, C-Scheme, Rajasthan, Jaipur

No. F-8()RMSC/EPM/M-2/Immune/12-14/ NIT-02/12/

Dated: .09.12

OFFER LETTER

M/s
.....
.....
.....

Sub: - Acceptance of the tender rates for the Item-

Ref :- Your tender dated

Item (s) as per schedule enclosed/ noted/is/are approved in your favour against the rate (s) quoted by you in the above mentioned tender. According to clause No. 17 of the terms & conditions of the tender it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs. 1000/- and a furnish the requisite amount of Security Deposit. The amount of Security Deposit calculated on the basis of the approved items and approximate quantity mentions in the tender from works out to Rs. (Rs. Only)

The security money will be furnished in any of the following form to Managing Director, Rajasthan Medical Services Corporation Ltd., Jaipur, :-

- (i) Cash deposited in the name of Rajasthan Medical Services Corporation Bank Account No. 2246002100024414, Punjab National Bank, Branch Jawahar Nagar,Jaipur having IFS Code PUNB0224600. Original copy of Deposit slip shall be attached.
- (ii) Bank Drafts/Bankers cheque of the scheduled Bank.

All terms and conditions of the tender will be an integral part of the contract.

You are, therefore, informed to return the agreement form along with schedule of approved item (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. the copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the Terms and Conditions of the tender and it will also be presumed that you are not able interested in entering into the rate contract and approval will be cancelled without notice or any reference.

The list of approved items may be checked and in case there is any difference between your offer and there rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and Tender specification.

The Firm shall furnish consolidated statement of supplies made, in enclosed format to each consignee in Statement No I & in statement No II to ED(EPM)RMSC by the 10th of the month duly verified by the consignee (s) as per terms of conditions.

Please note that self attested or Un-attested copies of documents will not be considered valid. All documents should be either in original or typed/photo copy duly attested by any Gazette officer or 1st class Magistrate or Notary Public.

If photo copies are submitted than during the time of agreement the firm has to bring original documents for confirmation.

Also please arrange to furnish the following documents required under terms & conditions of the tender failing which the agreement will not be executed and the failure would lie at your part.

1. Certificate regarding production capacity & quality control measures are installed or not ? Issued by Director MSME/Vikas Sansthan (Ex name Small Industrial Services Institute, Bais Godam, Industrial Estate, Jaipur)

You are therefore; requested to please complete the above formalities within 15 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you.

- Encl. 1. Schedule of Rates
2. Agreement form
3. Statement No. I&II

Managing Director
Rajasthan Medical Services Corporation
Jaipur

Rajasthan Medical Services Corporation Limited, Jaipur
(EPM), Room No-312 'D'-Block, Swasthya Bhawan,
Tilak Marg, C-Scheme, Rajasthan, Jaipur

AGREEMENT

1. This Deed of agreement is made on this day of2012 for the Rate Contract period 2012-14 ending of equipments item----- between M/s -----represented by its 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.(RMSC), represented by its Executive Director (EPM) having its office at D-Block Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "The Purchaser" 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 Purchaser, 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 tender 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 purchaser 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 Purchase do hereby mutually covenant, declare, contract and agree of them with the other of them in the manner following, that is to say,
 1. The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to tender floated for the supply of Equipments, Instruments and other supplies for Rajasthan Medical Services Corporation Ltd for the year 2012-14, the instruction to

Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.

- 2. (a) The Agreement is for the supply by the Supplier to the Purchaser 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 dateand it shall remain in force for a period of one year or as for extended period.
- (c) The Tender Quantity noted against each item in the schedule attached hereto indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period of 12 months indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the purchaser. The supplier shall supply 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.

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 tender 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 tender and contract for open tender enclosed to the tender 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 tender and also as appended to this agreement shall also form part of this Agreement.
 - (iii) (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 tender 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. No.	Items Quantity	Delivery Period
1	As supply orders	As per terms & conditions of tender

6. (i) The time specified for delivery in the tender 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 Purchase Officer.
- (ii) In case extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the Supplier 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 delivery period. | 10% |
- (iii) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of agreed liquidated damages shall be 10%.
- (i) 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.
- (ii) 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 refuse to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as Security Deposit and cancel the Contract.
- (b) In case the Supplier fails, neglects, or refuse to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulation and provision herein contained, it shall be lawful for the Purchaser 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 Purchaser shall cease and be void, and in case of any damage, loss, expenses, 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 Purchaser to appropriate the Security Deposit made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the Purchaser 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 Purchaser, either in his Tender or otherwise, is false, the Purchaser may put an end to the

Contract/Agreement wholly or in part and thereupon the provision of Clause (a) above shall apply.

2. The Purchaser 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 Purchaser.
3. 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.
4. Suppliers not have any interest in the offices concerned and subordinates
The Supplier shall not be in any way interested in or concerned directly or indirectly with, any of the Officers, Subordinate or Servants of the Purchaser. In any trade, business or transactions not shall the Supplier give or pay or promise to give or pay such Officer, 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 Purchaser obtained in first hand.
5. 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 Purchaser to put an end to the Agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the Purchaser, shall cease and be void and the Purchaser shall have all the rights and remedies given to him under the preceding clauses.
6. 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 to him or left at his premises, place of business or abode.
7. 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 tender 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 presents, the decision of the Managing Director, Rajasthan Medical Services Corporation Ltd in the matter shall be final and binding.

In case of Dispute of difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrator one each to be appointed by the purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator.

8. If the rates of the approved items are reduced in any manner by the G.O.I./other State Govts, the approved supplier will have to reduce the rates in the same Proportion.
9. The Firm Shall furnish consolidated statement of supplies made, in enclosed format to each consignee in Statement No I & in statement No II to ED(EPM),RMSC by the 10th of the month duly verified by the consignee (s) as per terms of conditions.
10. 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 dayof 2012..

For and on behalf of RMSC

Signature of the approved
Supplier with Seal

Executive Director (EPM)
Rajasthan Medical Services Corporation,
Jaipur

Witness No. 1

Witness No. 1

Witness No. 2

Witness No. 2