

RAJASTHAN MEDICAL SERVICES CORPORATION

D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme JAIPUR (Raj.)

BID FORM



॥सर्वे सन्तु निरामयाः॥

**FOR THE RATE CONTRACT CUM SUPPLY OF
LABORATORY EQUIPMENTS & APPLIANCES
PERIOD 2013-2014**

ANNEXURE-B

Rajasthan Medical Services Corporation Limited, Jaipur

TERMS & CONDITIONS OF BID AND RATE CONTRACT

N.B.:- BIDDER SHOULD READ THESE TERMS & CONDITIONS CAREFULLY AND COMPLY STRICTLY 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 BIDS 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 15.03.2013** as per schedule (col. no. 4) to the E.D. (EPM), Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the Rate contract Supply of Equipments & Instruments for the rate contract period 2013-14.
2. **The average annual turnover of Manufacturer/Direct Importers shall be as per Table-I for last three financial year are eligible to participate in the bid.** Supplies shall also be effected directly by the manufacturer and not through Distributors/Agents/Suppliers. Bidder should have permission to manufacture the item quoted as per specification given in the tender form the competent authority.
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, tender fee and processing fee through three separate prescribed challans (format enclosed in annexure-.....) in any **branch** of the **Punjab National Bank, Account no. 2246002100024414 throughout country.** The bidders shall submit scanned copy of the challans in Technical Bid (Cover-A).
 - (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.

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- (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 bidder. 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 verified by the Auditor 2009-10, 2010-11 & 2011-12.
- (x) Copies of Balance Sheet & Profit & Loss statement certified by the Auditor (F.Y. 2009-10, 2010-11 & 2011-12).
- (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.

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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 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 through challans in PNB Bank.
 - (ii) EMD through challans in PNB Bank.
 - (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 from CA.
 - (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 through portal [https:// eproc.rajabsthan.gov.in](https://eproc.rajabsthan.gov.in) only (**Format (BOQ) It should not be disclosed in Technical bid.**

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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.
 - (E) **RMSC will also issue “C” certificate. “Therefore, concessional CST should be charged. The concessional rate of CST should be shown separately. VAT is exempted on RMSC medical equipment purchases.**
6. **The required Documents (Tender Fee, EMD & RISL Fee) shall be submitted** through prescribed challan (format enclosed in annexure-.....) in any **branch** of the Punjab National Bank, throughout country. The bidders shall submit scanned copy of the challan in Technical Bid (Cover-A). All received tenders will be opened in the presence of Bidder who chooses to be present. Financial bid 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. 2,00,000/- (In words Rs. Two Lac Only) (For Whole Tender Catalogue) without which tenders will not be considered as valid. The earnest money deposit shall be paid through separate prescribed challans (format enclosed in annexure-.....) in any **branch** of the **Punjab National Bank, Account no. 2246002100024414 throughout country.** The bidders shall submit scanned copy of the challan in Technical Bid (Cover-A). **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.

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- (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 of Rs. 50,000/- (Rs. Fifty Thousand only) (For Whole Tender Catalogue).
- (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 the 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 Bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified as per technical specification from the date of delivery/installation of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles if during the guarantee period as per technical specification, the said goods/stores/articles 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 goods/stores/articles or such portion thereof as may be discovered not to Conform to the said description and quality, on such rejection

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the goods/stores/ articles will be at the sellers risk and all the provisions relating to rejection of goods, etc., Shall apply. The Bidder shall, if so called upon to do so replace the goods, etc. or such portion thereof as is rejected by the Purchase Officer, otherwise, the Bidder 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 Bidder 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 Bidder shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect etc.
- (iii) In case of machinery and equipment specified by the Purchase Officer the Bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The Bidder 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.
- (iv) Deleted.

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. The Concessional CST against 'C' form shall be applicable.
- (b) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan VAT or CST shall be excluded.
- (c) The Concessional CST is applicable and VAT is exempted on medical equipment purchases by RMSC.
- (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.

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- (iii) 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 or 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.
- (xii) For comparison of rates the average comprehensive annual maintenance charges per year shall be added to the net rate of equipments, if CAM (Comprehensive Annual Maintenance) is applicable.

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

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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. The Concessional CST is applicable and VAT is exempted on medical equipment purchases by RMSC

16. SUBMISSION AND RETURN OF SAMPLES & DEMONSTRATIONS:

- (i) Samples must be sent of all the quoted items free of cost on demand by RMSC even though the specifications or descriptions etc. are mentioned in the bid 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, RMSC 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, or any authorized/designated officer by M.D. RMSCL to be conveyed while placing order. 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.

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- (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 consignees as directed by M.D. RMSC Ltd., Jaipur is exceeded 40.00 lacs, the firm shall deposit an additional 5% security of value of supply orders exceeding amount to 40.00 lacs to M.D., Rajasthan Medical Services Corporation Ltd., Jaipur. 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". Supply orders shall only be placed after appropriate deposition or adjustment of S.D. by RMSC.
- (iii) The earnest money of successful Bidder will be adjusted toward security deposit and balance will be given in through prescribed challan (format enclosed in annexure-.....) in any **branch of the Punjab National Bank, throughout country**. The bidders shall submit scanned copy of the challan in Technical Bid (Cover-A).
- (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.

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- (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. The maximum whole period limited to two years for a Rate contract. The maximum period for a rate contract limited to two years.
- (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 to 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 compensation amount described under different clauses or any other recovery from this security deposit.
- 1. (xvi) The contract for the supply cum rate contract 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) All the supply orders will be placed to the approved supplier only (not Agents/ Suppliers/Distributors etc.) by M.D., RMSC/ E.D.(EPM) RMSC/ Any heads of medical institutions (PMO, MS, PMO, CM&HO, etc. Authorized by RMSC) through registered post/e-mail/any communication media and the date of dispatch or any communication media date will be treated as the date of order for calculating the period of execution of goods deliveries. The supplying firms will execute all orders within 45 Days.
- (ii) In case of imported items 30 days will be given in addition to above mention period at condition No. 18 (i) above.
- (iii) The consignee for supplies shall be the M.D. RMSC and his designated officer in-charge of the any medical institution in the state of Rajasthan. The M.D. NRHM, Director (PH), (RCH)/ HA/ IEC/ Aids/ ESI/ Principal of Medical Colleges & superintendent of their attached hospitals/CM&HO/PMO's/DPC of DDW etc.
- (iv) To ensure sustained supply without any interruption, the Tender Inviting Authority have reserves the right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
- (v) 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.
- (vi) The quantity indicated in the catalogues are mere estimates and are intended to give an idea to the prospective Bidder to enable them to decide whether they will undertake to supply the article to this Corporation on most competitive rates. The figures indicated in the catalogue do not constitute any commitment on the part of corporation 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 Corporation 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.

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- (iii) **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 outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995 and approved by Board. It is clarified that purchase preference only be granted to the industries of Rajasthan. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However these units will be required to participate in tendering process and match lowest price (L-1).

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.

20. TERMS OF PAYMENT:-

Payment shall be released after installation, demonstration of machine and required training satisfactorily. The payment shall be made provided material is received duly inspected within the stipulated delivery period at stores in perfect condition and as per specifications. In case of delayed supplies, deduction of L.D. charges as per provisions shall be made from payments. The firms shall seek time extension from authorities (M.D., RMSCL Ltd., Rajasthan, Jaipur) before dispatching the delayed material. Unless otherwise agreed between the corporation and the firm payment for the delivery of the stores will be made on submission of bills in proper form by the firm. Payment can also be made by account paying bank demand draft on request but bank commission charges or any remittance charges shall be borne by the firm. The payment may be made by M.D., RMSC or the authorized purchasing officer by RMSCL.

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1. No advance payments towards cost of items will be made to the Bidder.
2. All bills/Invoices should be raised in triplicate and in the case of excisable items, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated. The **Annexure-K-I** shall be attached with bills.
3. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform M.D., RMSCL, Jaipur immediately about it. Purchasing authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.
4. In case of nay enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the Bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the tender.
5. In case of successful bidder has been enjoying excise duty exemption on any criteria of Turnover etc., such bidder will not be allowed to claim excise duty at later point of time, during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.

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.

Signature of Bidder with seal

- (iv) If the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e., Bidders) account 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 within 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

22. MEDICAL COLLEGES AND THEIR ATTACHED HOSPITALS:-

- (i) The following medical colleges and their attached hospitals may place purchase orders only after specific authorization by the RMSCL :-
- S.M.S. medical college, Jaipur and attached hospitals.
 - Dr. S.N. Medical College, Jodhpur and attached hospitals.
 - Government Medical College, Kota and attached hospitals.
 - Jawaharlal Nehru Medical College, Ajmer and attached hospitals.
 - RNT Medical College, Udaipur and attached hospitals.
 - Sardar Patel Medical College, Bikaner and attached hospitals.
- (ii) The concerned Principals and Superintendents are required to obtain additional S.D. or obtain SD adjustment order for their demands and authorization from M.D, RMSC Jaipur, for placement of supply orders, as per their requirement.

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.

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24. INSPECTION:-

- (i) The material will be supplied according to specification provided at Annexure 'C' and shall be inspected by the agency/committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any Inspecting agency at the works of the Manufacturer or at site of installation. The supplier shall provide all facilities for inspection/testing free of cost.
- (ii) Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the purchase officer or his duly authorized Expert/Doctor, not below the rank of Medical officer/ Accountant, shall inspect the material as soon as it is received in the stores to ensure that the material is in accordance with the specifications laid down in rate contract on the basis of physical inspection such as followings including test reports submitted by concerned supplier/inspection agency.
- (iii) In case of doubts in any specific test, same may be got conducted in any laboratory as per guide lines issued by rate contract concluding authority. If the material is found below specification or defective, he will not accept the material and shall notify the defects to the firm and inspecting agency within 15 days. He shall also simultaneously ask the firm for removal of defect/replacement or refund of its cost as the case may be. The firm shall be bound to replace the defective material after inspection or remove defects in the goods within one month of receipt of intimation from the consignees. However the date of delivery, in case of defective material, where payment has not been made shall be taken as the date on which the corporation accepts the material after replacement of defective material/removal of defects as the case may be. Wherever defective material is to be replaced it shall be Inspected by Committee/ Inspection Agency. Charges of such re-inspection shall be borne by as per agreement with inspection agency/supplier.
- (iv) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval.
- (v) The firm shall ensure that only the material inspected by the Inspection Agency is dispatched to the consignee. In case any un-inspected material has been found in the material received by consignee, the firm shall be solely responsible for it and the department shall be free to take suitable necessary action as per terms and conditions of tender documents/agreement against the firm for such irregularity.

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.

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- (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 department and will have to be replaced by the supplier firm at its own cost within the time limit fixed by the corporation.
- (ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of 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.
- (vi) 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.

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27. CORRECTION OF ARITHMETIC ERRORS:

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

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

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

28. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decrease by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- (ii) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

29. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT (IN CASE OF PROCUREMENT OF GOODS):

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

30. 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.

Signature of Bidder with seal

- (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.
- (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) 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.) 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 before the end of 45 days 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.) In case of imported items 15 days will be given in addition to above mention period.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. COMPREHENSIVE MAINTENANCE AGREEMENT (CMA):**
If required, firm shall execute a CMA with the RMSC as described in **Annexure-L** and guarantee clause. The rates for maintenance shall be applicable as quoted in **[Annexure-D, (BOQ)]**. CMA will only be commence after the guarantee period and on a written request made by the concerned purchase officer to the firm. The firm shall abide itself by the terms & conditions of CMA.
- 36. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:**
The Designation and address of the First Appellate Authority is_Principal Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan and Chairman, RMSCL.
The Designation and address of the Second Appellate Authority is Board of Directors, Rajasthan Medical Services Corporation Ltd., Jaipur.
- i. Filling an appeal**
If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

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

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

- ii. The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- iii. If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

iv. Appeal not to lie in certain cases

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

- (a) Determination of need of procurement;
- (b) Provision limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

v. Form of Appeal

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

vi. Fee for filling appeal

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

vii. Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

Signature of Bidder with seal

- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.

37. COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

I. A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process if, including but not limited to:

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Signature of Bidder with seal

38. (i) Bidder are requested to send with tenders, printed descriptive literature of the quoted items.
- (ii) If Bidder supplied to or have Rate contract of quoted items with any other Govt. institutions within one year, he should send copies of purchase orders, invoices and rate contract with tender.
39. 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.
40. (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.
41. 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.
42. (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. 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.
43. 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.
44. 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.
45. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.

Signature of Bidder with seal

46. 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. The Signing of **Annexure-N** Shall be treated as acceptance all the terms and conditions of the Tender Document.
47. The Purchase Committee of RMSC may relax or change/ modification in terms and conditions in the exigency excluding fundamental changes. In case of such urgency the Terms & Conditions shall be got approved from Purchase committee/Board of Directors of RMSC.
48. **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.
49. **APPLICABILITY OF CLAUSES:-** All the clauses from 1 to 44 and their annexures, formats & enclosures are applicable for the tendered items.

Sd/-
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

B. Special Terms and conditions:-

- 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 (BOQ), should be submitted in Cover "B" otherwise tender will not be considered.
- 2 Pre-requisite if any for installation, including UPS, Computer, Printer, and other items should be provided by the firm in technical bid and financial bid respectively.
- 3 Comprehensive Guarantee period with spare parts for as mentioned in technical specification (from the date of installation/ demonstration). Acceptance of Comprehensive annual maintenance Agreement as mentioned in technical specification after Expiry of Comprehensive Guarantee period should be submitted with the cover" A" and Rates in cover "B" respectively.
- 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 Transshipment will be permitted and partial shipment not allowed.
- 7 Payment will be released after installation, demonstration of machine& training satisfactorily.
- 8 The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR) only.
- 9 All certificates should be valid on the date of submission of tender & issuing of supply order.
- 10 The bidder should have well equipped local service center in India preferably in Rajasthan.
- 11 The bidder should be a manufacturer/Importer who must have manufactured/ Imported and supplied and installed satisfactorily quoted item in India to the extent of at least 25% in last three Calendar years (2009-2012) 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.-G) and should submitted self attested copy of purchase order, Indent and invoice(Inclusive of Quantity & Rate). **However, the condition of past performance for the quoted item is not applicable for the ISI Marked Items.**
- 12 **In case of imported item :**The bidder will have to produce third party inspection report from NABL approved lab or ERTL or DGS&D or Govt. of India lab or Govt. of India approved lab pertaining to specification and performance of each supplied machine with the consignment. All expenses regarding third party inspection will be borne by the bidder.
13. 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.
14. 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.
I/We have read the above terms and conditions and I/We agree to abide by the same.

Signature of Bidder with seal

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.inedepmrmsc-ri@nic.in

No. F-8(M1/)RMSC/EPM/R.C. 13-14/NIT No.-17/2013/ 466

Dated: 12.3.13

Corrigendum/Amendments/Clarifications

(NIB No. 17)

Subject: - Amended technical Specifications and other conditions of Bid document after Pre-Bid dated 19/02/2013, for the tender of Equipment & Instruments, under NIB No. F-8(M1/) RMSC/EPM/R.C. 13-14/NIT No.-17/2013/342 Dated: 08/02/2013

Reference: - Pre Bid Conference held on 19/02/2013

In Reference to above sited subject and NIB, The pre-Bid meeting of NIB no.-17 was held on dated 19.02.2013. The various representations received from the firms and issues raised by the Bidders are examined by the competent Authorities and technical committee. The following Corrigendum/Amendments/ Clarifications are issued for inclusion in Bid document & Technical Specification of items (Annexure-c) as below

1. Last Date for Sale of Bid, Date of Receipt of Bid & Date of Opening of Technical Bid is hereby extend as below:-

Existing Dates			Extended Dates		
Last Date for Sale of Bid Form	Last Date of Receipt of Bid Form	Date of Opening of Technical Bid	Last Date for Sale of Bid Form	Last Date of Receipt of Bid Form	Date of Opening of Technical Bid
1	2	3	4	5	6
14/03/2013 upto 6.00 P.M.	15/03/2013 Upto 1.00 P.M.	15/03/2013 From 3.00 P.M.	02/04/2013 upto 6.00 P.M.	03/04/2013 Upto 1.00 P.M.	03/04/2013 From 3.00 P.M.

2. The terms and conditions of Bids and rate contract no. 9 of Annexure-B is amended as below. The Bid form fee, processing fee and bid security shall be submitted through either of the below given options :

- (i) Bid security , Bid form fee and processing fee shall be deposited through three separate prescribed challans (format enclosed in annexure-1) in any branch of the **Punjab National Bank, Account no. 2246002100024414 throughout the country.** The bidders shall submit scanned copy of the challans in Technical Bid (Cover-A).

OR

The Tender form fee Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) downloaded from the website shall be submitted in the form of D.D./Banker cheque in favor 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 favor 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.

3. It is clarified that the average annual turnover for a particular item shall be as per table-1 provided at point no.-5 of general instruction to bidders.

The Average annual turnover shall be as per Table-1 for last three years and minimum 50.00 lacs for SSI units of Rajasthan for last three years. The turn over statement duly certified and signed by Chartered Accountant & Attested by Notary Public shall be submitted along with bid. Failing to specified turnover criteria bid will be rejected. Distributors/Suppliers/ Agents/Loan Licensees are not eligible to participate in the tenders.

4. The clause no. 28. of Annexure-B the procuring entity's right to vary quantity is amended as given below:

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

5. The security deposition at clause-17 of Annexure-B is amended and clarified as under:

- (i) All firms whose offers are accepted will have to deposit a security of minimum Rs. 5.00 lacs for each item in favor of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement. The SD shall be deposited in the form of DD/Banker cheque/ BG. However the minimum amount of BG shall be 10.00 lacs with a validity period of 30 months. The security amount shall in no case be less than the earnest money.
- (ii) The firm may submit Bank Guarantee issued by any nationalized bank. The minimum validity of bank guarantee should be thirty months or up to 6 months after completion of guarantee period of item.
- (iii) The S.D. shall be 5% of the total value of stores ordered for supply. If the total value of stores supplied by the firm to various consignees as directed by M.D. RMSC Ltd., Jaipur is exceeded 100.00 lacs, the firm shall deposit an additional 5% security of value of supply orders exceeding amount to 100.00 lacs to M.D., Rajasthan Medical Services Corporation Ltd., Jaipur. 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. Supply orders should only be placed after appropriate deposition or adjustment of S.D. by RMSC.
- (iv) The earnest money (bid security) of successful Bidder will be adjusted toward security deposit. The bidders shall submit scanned copy of the challan/DD/Banker cheque in Technical Bid (Cover-A).
- (iv) 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 subject to CMA provisions.

6. The clause-36 of Annexure-B grievance redressal during procurement process is amended as under:

- (1) The Designation and address of the First Appellate Authority is The Secretary, Department of Medical & Health (MD, NRHM), or as decided by the Govt. of Rajasthan.
- (2) The Designation and address of the Second Appellate Authority is Principal Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan and Chairman, RMSCL, or as decided by the Govt. of Rajasthan.

7. The point three of Annexure-L the offering conditions of the firm are amended and clarified as under :

(g) Firms Offering Conditions:-

- | | |
|---|---|
| • Response time | 48 Hours after first contact |
| • Service hours | Mon-Fri (09:30-18:00) |
| • Preventive Maintenance (PM)** | At least two half yearly or any number |
| • Parts for Preventive maintenance | All, as per requirement free of cost during guaranty period |
| • Up time | 95% (346 Days) |
| • Breakdown | All |
| • Technical & Application Support Session | As required |
| • Demonstrations & Trainings | As & when required |

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

8. The point no.-8 of Annexure-L the liquidated damages are amended and clarified as under :

- (i) The Supplier/service providing firm shall be liable to pay a penalty of Rupees five 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. The declaration of Annexure-N is amended as- The word 'black listing' is replaced by the word 'debar'

10. A new Annexure P-1 is inserted as given below :

(Shall be submitted on letter head of firm)

Annexure-P -1

Date: _____

NIB No.: _____

Declaration

I/We a legally constituted firm/body _____ and represented by _____ declare that I am/ we are Manufacturers/Direct Importer in the Goods and Related Services for which I/We have Bid.

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

Signed.....

Name.....

In the capacity of:

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

Tel:

Fax:

E-mail:

Date:

11. The Annexure-Q is amended as under

I.....S/o.....Aged.....Yrs.....residing at
Proprietor/Partner/Director of M/s..... verify and confirm that the contents at **Annexure (A) to (P-1)** above are true and correct to the best of my knowledge and nothing has been concealed therein. May, God help me.

Signature of Bidder.....

Name:.....

Address:.....

12. The following amendments/modification are made as suggested by Bidder's during pre-bid meeting in Annexure-D:

Revised-ANNEXURE- D

Rajasthan Medical Services Corporation Limited, Jaipur**FINANCIAL BID FOR QUOTED ITEM NIB NO.-17**[illegible]

[illegible]

LEA020	HORIZONTAL LAMINAR FLOW		90	Each									
LEA021	DRY BATH INCUBATOR		680	Each									
Rates shall only be filled in BOQ on https://eproc.rajasthan.gov.in (Not to be disclosed here)													

For comparison of rates, the average comprehensive annual maintenance charges per year shall be added to the total rates (Column No.10) of equipments, if CAM (Comprehensive Annual Maintenance) is applicable. . The rate of 100 tests shall be added in equipment rates for comparison in LEA010,LEA012,LEA014 LEA016 & LEA018. Pack size of automated equipment reagents may vary. This information shall be submitted physically at the time of sampling/demonstration in a separate sealed envelope to RMSC.

Date

Signature
Name in Capitals
Company / Firm Seal

NOTE: -

1. The concessional cst against c- form shall be applicable.
2. The rate quote should be inclusive of excise duty but exclusive of sales tax/vat.
3. Excise component should be separately shown in column no.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. Read all the terms & conditions before filling the annexure-d.
8. Please quote rates of maintenance charges after guarantee period, if applicable for the item.
9. Please quote rates in absolute amount only.
10. Please enclose the rate list of reagent, consumables & spares for making supplies to RMSC in annexure- 1 (point-6)
11. Firm is also required to submit cost analysis details / report of per test with all required documentary evidences.
12. T.C. may ask for any technical information from the bidder to evaluate the equipment.

13. APPLICABILITY OF CLAUSES:- All the clauses from 1 to 48 and their annexure, formats & enclosures and their amendments are applicable for the tendered items.

14. THE TECHNICAL SPECIFICATIONS ARE AMENDED/REVISED AS UNDER AS DECIDED BY T.C.

Sr. No.	Code No.	Amended/Revised Technical Specification after pre-bid		Quoted Item YES/NO
		Technical Specification	Packing Unit	
1	2	3	4	5
1.	LEA001	BINOCULAR MICROSCOPE <ul style="list-style-type: none"> • Binocular head siedentopf type 30° inclined; 360° rotating • Coaxial coarse and fine knobs; tension adjustment on the right side. • Wide field eyepieces WF 10X/20mm; One with pointer (Optional) • Reverse mounted quadruple revolving nose piece • Objective achromatic EF-N plan (Antifungal) 4X,10X,40X,100X;ccis • Focusable Condenser NA 1.25 abbe condenser with iris diaphragm slider slot. Focusable and lockable. • Stage movement (XY direction) on rack and pinion. • LED illumination 3W with intensity control >10,000hrs bulb lifespan with battery backup of 1 hrs. • Attachable mirror set. • Wooden box with lock for storage. • Other essential accessories, oil, lenses, leaning solution, dust cover. • Technical final approval after demonstration. <p>CAMC for five years after Expiry of Two years Comprehensive Guarantee period. ISI/ISO/CE marked will be preferred. Preference will be given at the time of Technical Evaluation/ Demonstration.</p>	Each	
2.	LEA002	MONOCULAR MICROSCOPE INCLINED Monocular Head rotatable through 360° . Inclined at angle of 45° . Prism are Anti Reflection coated. Fixed Stage Size 150 x 125mm with precision Mechanical Stage for X & Y movement of slide with low drive coaxial control. Built in base halogen illumination System 6V.20W/LED illumination with intensity control. Achromatic objectives EA4X, 10X, 40X (SL) & 100X (SL) Oil Immersion. Indigenous, Eye Piece 10X (W.F.) & 5X 18 mm. Reverse mounted quadruple revolving nosepiece. Spiral mounted 1.25 NA Abbe condenser with iris diaphragm. Coaxial fine and coarse adjustment. Attachable day light mirror. Wooden box with lock for storage should be provided. CAMC for five years after Expiry of Two years Guarantee period. ISI/ISO/CE marked will be preferred. Preference will be given at the time of Technical Evaluation/ Demonstration.	Each	
3.	LEA004	(b) CENTRIFUGE MACHINE - (16 TUBES) <ul style="list-style-type: none"> • Centrifuge Machine 1/8 H.P. Motor 220V. AC/DC Regulator. • Speed range 500 to 4500rpm on load. <p>Which should be controlled by variable</p>	Each	

		<p>speed regulator.</p> <ul style="list-style-type: none"> • It should be fitted with digital Timer 0-59 minutes and digital speed indicator. • The machine should be supplied with Angle rotor head having 16 tubes of 15ml capacity. It should be completed with S.S tube carrier, Rubber cushions, graduated glass tubes of 15ml cap. And should also be supplied with 16 graduated plastic tubes of 15ml. capacity. • The lid should be double walled, made of steel sheet /ABS plastic injection moulding for extra safety having lid lock. It should also be fitted with electronic lid lock which should not open when machine is in running condition. It should off when machine is off after running the cycle. • The Motor of machine should be fitted of anti vibration pads. • Supplied completed with instruction manual, cord and plug, dust cover, 12 spare rubber cushions, 2 spare fuse and 3 sets of carbons of motor. Should be well packed in thermo cool box. • Machine should be ISI/CE marked. • Technical final approval will be after demonstration. <p>CAMC for five years after Expiry of Two years Guarantee period.</p>		
4.	LEA004 (b)	<p>(d) CENTRIFUGE MACHINE - (36 TUBES)</p> <ul style="list-style-type: none"> • 220V. AC/DC Regulator. • Speed range 500 to 8000rpm on load. Which should be controlled by variable speed regulator. • It should be fitted with digital Timer 0-59 minutes and digital speed indicator. • The machine should be supplied with Angle rotor head having 36 tubes of 15ml capacity. It should be completed with S.S tube carrier, Rubber cushions, graduated glass tubes of 15ml cap. And should also be supplied with 36 graduated plastic tubes of 15ml. capacity. • The lid should be double walled, made of steel sheet/ABS plastic injection moulding for extra safety having lid lock. It should also be fitted with electronic lid lock which should not open when machine is in running condition. It should off when machine is off after running the cycle. • The Motor of machine should be fitted of anti vibration pads. • Supplied completed with instruction manual, cord and plug, dust cover, 12 spare rubber cushions, 2 spare fuse and 3 sets of carbons of motor. Should be well packed in thermo cool box. • Machine should be ISI/CE marked. • Technical final approval will be after demonstration. <p>CAMC for five years after Expiry of Two years Guarantee period.</p>	Each	
5.	LEA010 (A)	<p>Fully Automated ESR Analyzer 80 test/hr.</p> <ul style="list-style-type: none"> • System should be able to process lavender caped tubes 3-4 ml capacity. • Through put should be 80 test/hrs. • It should able to perform ESR in EDTA blood also. • System should able to read the ESR across the labels • It should be microprocessor based low dissipation RISC & BIT technology; one couple of optic electronic element (led & analogical sensor) based on red cell aggreation by photo telemetry • Display should be liquid crystal screen, background lighting • Power supply 110-230 VAC • Plate rotation speed 1 rotation every 1.5 second. • It should have thermal printer. • Accessories as per equipment check device 10000 test ,5000 test &1000 test. • Firm Should provide control thermal roll paper and check device. • It should be USFDA/CE certified their own controls and IVD approved instrument • Thermal roll paper 2 NOS 	Each tests/hrs	80

		<ul style="list-style-type: none"> Firm should supply 10,000 test check device with the equipment. Firm should mention rate per test (as per check device) in financial bid that shall be fixed for 3 years 3 Year CAMC after 2 years guarantee period. Technical final approval will be after demonstration. 		
6.	LEA012	<p>SEMI AUTOMATED COAGULATION ANALYSER</p> <ul style="list-style-type: none"> IT SHOULD BE 4 CHANNEL ,SEMI AUTOMATED COAGULATION ANALYSER with built in printer. It should be based on Electro – magnetic change in viscosity/light scatter. SHOULD HAVE 4 DETECTOR CHANNEL ALLOWING RANDOM ANALYSIS OF UPTO 4 DIFFERENT PARAMETERS IN SINGLE OR DUPLICATE MODE . SHOULD HAVE AUTOMATIC SAMPLE & REAGENT MIXING. SHOULD HAVE LED BASED LIGHT SOURCE. IT SHOULD BE ABLE TO PERFORM PT,APTT, fibrinogen, EXTRINSIC FACTORS (II, VII, X) & INTRINSIC FACTORS (VIII, IX, XI, XII) PC, PS, LA assay It should be with four measuring channels and more than 12 incubation blocks. SHOULD HAVE BUILT-IN GRAPHICAL PRINTER & FACILITY TO INTERFACE WITH COMPUTER USB PORT SHOULD HAVE REAGENT CONSUMPTION HALF OF THE MANUAL METHOD. SHOULD HAVE BUILT-IN QUALITY CONTROL PROGRAMM (STORES 50 DATA POINTS X 3 FILES OF EACH PARAMETER).WITH facility to connect with computer for unlimited Pt data It should have built in analyzer to give results in sec/INR/% for PT, sec & mg/dl for fibrinogen etc. It should have facility to connect a calibrated cabled with variable volume for continuously loading of reagents for accuracy. UPS of with minimum 1 hour backup AC 1.5 ton should be provided. Unit Should be ISI/CE/USFDA and IVD Approved. Firm supplying the equipment should provide controls when required. Rates of kits of various tests should be quoted in financial bid. Firm should mentioned whether equipment work on open system kits or not. CAMC for five years after Expiry of Two years Guarantee period. Technical final approval will be after demonstration. 	Each	
7.	LEA014	<p>ELECTROLYTE ANALYZER</p> <ol style="list-style-type: none"> Analysers should measure Na⁺, K⁺, CL status in blood, serum, plasma, urine Analysers must be compact and single unit. Analysers must have upgradable facility for attaching automatic sample loader and external printer. Analysers should accept sample from syringe, sample, tube/cup. Printer should give quality control data, daily and weekly summaries, calibration. Calibration must be automatic as well as on demand. Please specify automatic calibration/wash cycle time during sleep/standby mode. (Greater calibration interval time would be preferred). Analysers must store reasonable number of quality control and patients results. Individual reagent/standard container is must to check the consumption of each reagent separately. Interval tubing must be minimum and should be service friendly. Any accidental bubble in the system should easily be 	Each	

		<p>dislodged.</p> <p>11. Sample volume should not be more than 100µl</p> <p>12. Instrument should not require daily maintenance.</p> <p>13. Company must give detail of recurring expenses on consumables. List of consumables with cost be submitted with tender.</p> <p>14. Service engineer should be Rajasthan based & available within 48 hrs.</p> <p>15. Comprehensive guarantee period (with spare parts) for a period of three years from the date of installation and demonstration of equipment which excludes consumable.</p> <p>16. Comprehensive guarantee period for electrodes should be for a period of two years from the date of supply and also on subsequent supply.</p> <p>17. Instrument should be based on ISE (Direct Potention meter).</p> <p>18. USFDA Approval is must certificate be enclosed.</p>		
8.	LEA015	<p>BLOOD GAS ANALYSER (ABG Analyzer)</p> <ul style="list-style-type: none"> • Blood Gas analyser for the measurement of pH, pO2, pCO2, Co-oximetry from whole blood with calculated parameters. All parameters should be in a single unit. • Reagent & electrode/sensor should not be included in a single pack. • Instrument should have liquid calibration technology. • Instrument should have Window based operated with large coloured touch screen. • Instrument should have inbuilt memory for patients data & quality control data. • Instrument should have battery back-up or a online UPS should be supplied with the machine for minimum of half an hour. • Analyzer should be able to measure capillary samples as well as Syringe samples. • Instrument should have inbuilt printer. • Instrument must be USFDA & CE approved and to enclose certificates. • System should have comprehensive quality control programme. • Company should have own control & calibrator. • Instrument should be of latest technology and should be latest model. • Instrument should have RS 232port to connect with external computer. • The service engineer should be based in Rajasthan. • CAMC for Three years after Expiry of Two years Guarantee period 	Each	
9.	LEA016	<p>SEMI AUTOMATED URINE TEST STRIP ANALYZER</p> <ul style="list-style-type: none"> • Analyzer meant for quantitative analysis of Urine analysts using reflectance photometry principle. • The analyzer must have the flexibility to select 3 different analysis modes.(General, one by one, quick mode) • Throughput of minimum 500 tests/hour and can be upgraded to maximum. • Should be able to analyze – 11 parameters – Leucocytes, Nitrite, Urobilinogen, Protein, pH, Blood, Specific - Gravity, Ketones, Bilirubin, Glucose and Micro Albuminuria (optional). • Test wave length should be 460nm to 660 nm • Should have powerful sensor to automatically detect the presence of Urine Strips on the measuring area. • Should have touch screen/key pad for patient name and sample ID management system • Should have built in higher speed thermal printer • Can be connected with external bar code reader. • Should have storage capacity 1000-1500 patient's result and 50 QC result 	Each	

		<ul style="list-style-type: none"> Should have flagging facility to demonstrate normal and abnormal results. Firm should quote rates of Multiparameter strip and Albumin and Sugar strip and provide 10x100 strips of multiparameter. Unit should be ISI/CE/USFDA approved UPS of with minimum half an hour backup AC 1.5 tonn should be provided. Technical final approval will be after demonstration. <p>CAMC for five years after Expiry of Two years Guarantee period.</p>		
10.	LEA018	<p>HEMOGLOBINO METER (DIGITAL MICROPROCESSOR BASED)</p> <ul style="list-style-type: none"> It should be digital and Microprocessor based/Isobestic points working on Cyanmethaemoglobin. It should measure direct reading of Hemoglobin and hematocrit after feeding the set value of standard once. Measuring time <15 seconds It should be light in weight and body should be made of ABS plastic molding. Measuring Range - 4-25g/dl < 10 sec Display - 3 digit 7 segment LED Key Pad - Soft Touch Membrane Type Zero Setting - Automatic Sample Volume - 0.01 ml Calibration - Automatic ISO 9001 : 2008/CE Certified/IVD approved. Test strip bottle containing 1x100 strip/microcuvette should be provided with equipment. Guarantee for two year. Technical final approval will be after demonstration. 	Each	
11.	LEA019	<p>ADHM KEY FOR CELL COUNT - (DIGITAL)</p> <ul style="list-style-type: none"> Mains input : 230V/50Hz / 110V/60Hz A.C. Supply Body : ABS Body LCD Display : 16 Character with back light Weight : 1 Kg Overall size : 155(L)x205 (W)x91(H)mm Cell Counting key : 8 Key Total Key : 12 Key Memory : 50 Records Computer : connectivity— RS232/USB Serial Port CAMC for five years after Expiry of Two years Guarantee period 	Each	
12.	LEA020	<p>HORIZONTAL LAMINAR FLOW</p> <p>Construction-fabricated from welded 16 gauge C.R. steel includes adjustable levellers.</p> <ul style="list-style-type: none"> Work surface: 304 stainless steel. <p>Finish: exterior surface feature a chip-resistant, powder-coated finish.</p>	Each	

		<ul style="list-style-type: none"> • Pre-filters: disposable fibre glass. • HEPA filter: choice of HEPA (rated 99.97% efficient@ 0.3µm particles) or ULPA (rated 99.99% efficient@0.12µm particles) • Lighting: Fluorescent type with lux>800 & UV light. • External size 1000 x 780 x 1920mm (W x D x H) • FFU airflow: 650 CFM (2" x 4"), 460 (2" x 3") of air at filter pressure drop from 0.35-0.795" W.G at 90 FPM. • On sight annual calibration and validation. • The system should be FDA/CE approved. <p>CAMC for five years after Expiry of Two years Guarantee period</p>		
13.	LEA021	<p>DRY BATH INCUBATOR</p> <ul style="list-style-type: none"> • Main Input : 230V/50Hz / 110V/60Hz A.C. Supply • WxDxH : 168(W)x232(D)x93(H) ± 10% • Body : Metal Body • Weight : 2.3kg. ± 10% • Temp. Controller : Digital Type • Temp. Range : 1°C to 110°C • Accuracy : 0.3°C at the given range • Heating Block : 24 Holes of 12.7 mm Diameter or as selected • Timer : 1 to 60 min. (digital Type) • The system should be FDA/CE approved. • On sight annual calibration and validation. • CAMC for five years after Expiry of Two years Guarantee period 	Each	

15. It is clarified that the information required in bidding document should be submitted only in enclosed annexure (A to P-1) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.

Note:- Please note that above all Amendments/corrigendum in technical Specifications/bid conditions, is the integral part of Annexure-C and tender document. This corrigendum shall be signed and annexed with tender/ bid document.


Managing Director
Rajasthan Medical Services Corporation Ltd.,
Jaipur



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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. NIT No F-8 (M1/) RMSC/EPM/R.C.13-14/NIT No. 17/2013 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 _____ 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. NIT No F-8 (M1/) RMSC/EPM/R.C.13-14/NIT No. 17/2013 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 M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt (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 M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt (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.

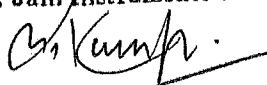
(f) Spare parts are included in the CMA offer and will not be charged extra.


(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

For N. K. Jain Instruments Pvt. Ltd.


M.D. Director.


Executive Director (EPM)
RMSC, Jaipur

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(h) Contact Details of service providing firm:

Full Address: M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt

Email ID: deepak@labomedindia.com

Hotline: 0-98963 32871

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:

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.

Parts will be replaced at the sole discretion of (Name of Consignee).....

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.

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 M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt (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 M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt (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 M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt (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.

M/s N. K. Jain Instruments Pvt. Ltd.

Mg. Director,

Executive Director (EPM)
RMSC, Jaipur

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(iii) All the defective parts/items shall become the property of M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt (Name of Firm/Company) on replacement of parts and have to be returned to M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt (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 LABOMED BINOCULAR MICROSCOPE MODEL OPTI CX (Name of Equipment) has the following requirement of consumables without which this equipment cannot be made Operational/ functional :-

S. No.	consumables	Pack Size	Pack Cost
1	LED Cluster	One Unit	315.00 Each
2	Fuse	One Unit	5.00 Each
3	NIL		

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.

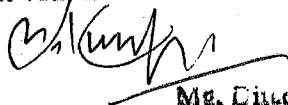
9. ASSISTANCE FOR PROVIDING SERVICE:

The Purchase Officer shall give M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt (Name of Firm/Company) full access to the Equipment to enable M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt (Name of Firm/Company) to provide service, make available to the representative of M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt (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 M/s N. K. Jain Instruments Pvt. Ltd., 15 HSIDC Industrial Area, Ambala Cantt (Name of Firm/Company) and asked for maintenance of equipment without any additional cost.

For N. K. Jain Instruments Pvt. Ltd.


Mg. Director.


Executive Director (EPM)
RMSC, Jaipur

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 29/10/2013 hereinabove written:

SIGNED ON BEHALF OF THE For N. K. Jain Instruments Pvt. Ltd.

SIGNED [Signature]
Mg. Director.
(AUTHORIZED SIGNATORY)

NAME _____

(CAPITALS)

DESIGNATION: _____

RUBBER STAMP

Witness No. 1 [Signature]

Witness No. 2 [Signature]

SIGNED ON BEHALF OF THE RMSC

SIGNED [Signature]
Executive Director (EPM)
RMSC, Jaipur
(AUTHORIZED SIGNATORY)

NAME [Signature]

(CAPITALS)

DESIGNATION: [Signature]

RUBBER STAMP 29/10/13
Assistant Manager (EPM)
RMSC Jaipur

Witness No. 1

Witness No. 2

ANNEXURE-M

Rajasthan Medical Services Corporation Limited, Jaipur

Annual Maintenance Contract Charges/Rates

(Rates From Schedule-B of Annexure -D)

(Amount In Rs.)

S.No.	Years (After Completion of Guarantee Period)	Unit Prices excluding taxes and other all kind of charges	
		In Figures (In Rs.)	In Words
1	Ist Year	90.00	CAMC for I st year (Rs. Ninety Only) (after completion of guarantee period)
2	IInd Year	90.00	CAMC for II nd year (Rs. Ninety Only) (after completion of guarantee period)
3	IIIrd Year	90.00	CAMC for III rd year (Rs. Ninety Only) (after completion of guarantee period)
4	IVth Year	90.00	CAMC for IV th year (Rs. Ninety Only) (after completion of guarantee period)
5	Vth Year	90.00	CAMC for V th year (Rs. Ninety Only) (after completion of guarantee period)

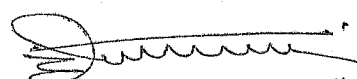
- Service tax as applicable charged extra.

Dr. N. K. Jain Instruments Pvt. Ltd.

Signature with seal

Mg. Director,

Signature with seal


Executive Director (EPM)
RMSC, Jaipur

Authorized Signatory of Firm

Authorized Signatory of Corporation