



RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

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

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

E-Mail -edepmrmsc-rj@nic.in

BID FORM



॥ सर्वे सन्तु निरामयाः ॥

NIB NO. 40 DATED 20.02.2014

THE RATE CONTRACT FOR LARYNGOSCOPE SET,
NEONATE FOR THE PERIOD 2013-14



RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

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



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No. F-8() RMSC/EPM/M-3/13-14/NIT-40/2462

Dated: 20.02.2014

NOTICE INVITING BID (NIB-40)

Bids are invited up to 1.00P.M. of 16.04.2014 for procurement of supply of equipments of Laryngoscope set, neonate on Rate Contract on behalf of office of the Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, C-Scheme, Jaipur-302005 for Rate Contract period 15 Months. Details may be seen in the Bidding Document at the office of the M.D. RMSC or State Public Procurement Portal website sppp.raj.nic.in or www.dipronline.Org or https://eproc.rajasthan.gov.in or website www.rmssc.nic.in. The bidding document may be downloaded from the above websites and uploaded duly filled in on payment of Rs. 2000/- (Rs. 1000.00 for SSI Unit of Rajasthan) through challan/banker's cheque/demand draft in favour of M.D., RMSCL payable at Jaipur.

Sd/
Managing Director
Rajasthan Medical Services Corporation
Rajasthan, Jaipur.



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



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No. F-8() RMSC/EPM/M-3/13-14/NIT-40/2462

Dated: 20.02.2014

NOTICE INVITING BID (NIB-40)

- Single Stage, Two-envelopes unconditional Bids are invited from Manufacturers/Direct Importers on behalf of the Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, C-Scheme, Jaipur - 302005 for the procurement of equipment & instruments as listed below :

S. No.	Name of Article	Specifications (with reference to BIS Code, Patent, ISO, Agmark, Part No. etc.)	Quantity and Required minimum turnover	Amount of Bid Security (Rupees)	Validity period of Bids	Place of Delivery and Delivery Period
1	As per table-1 (page no. 08 of bid document)	As per Annexure-C	As per table-1 Page No. 08	As per bid condition	As per bid condition	As per bid condition

- E-Bids are invited as per following time schedule:-

Date of Selling of Bid Form	Date of Pre 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
21.02.2014	12.03.2014	15.04.2014	16.04.2014	16.04.2014
11.00 A.M.	3.00 P.M.	5.00 P.M.	Upto 1.00 P.M.	From 3.00 P.M.

- A Pre-bid meeting will be held as per **column no. 2** of the above schedule i.e., **at 03.00 PM** on dated **12.03.2014** in the Conference Hall of Rajasthan Medical Services Corporation, D-Block, Swasthya bhawan, Jaipur to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes in bid conditions/ Catalogue can be done. **Bid should be submitted through e-portal after pre-bid meeting including all the clarifications/modifications/ amendments. Corrigendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.**
- The bid is for a Rate Contract.
- Price preference and / or purchase preference as per provisions shall be admissible in evaluation and award of contract.
- Detailed particulars of the list of equipment required, bid documents & specifications of items/equipment may be seen on the website-"**www.dipronline. Org.**" or **www.rmsc.nic.in** or **https://eproc.rajasthan.gov.in** or **sppp.raj.nic.in** or in the office of the E.D. (EPM), RMSCL, D-Block, Swasthya Bhawan, C-scheme, Jaipur.
- The bid shall only be submitted through e-procurement portal **https://eproc.rajasthan.gov.in. https://eproc.rajasthan.gov.in** of Govt. of Rajasthan. Bids shall not be accepted in physical form in any condition.
- The Bid form fee Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) downloaded from the website, Bid Security as applicable in bid condition and processing fee of Rs.1000.00 of R.I.S.L. 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 country. The bidders shall submit/upload scanned copy of all the challans in Technical Bid (Cover-A).

OR

The Bid 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 favour of M.D., RMSCL payable at Jaipur. The bidders are also required to deposit processing fee of Rs. 1000.00 in the form of D.D./Banker cheque in favour of M.D., RISL payable at Jaipur. The bid 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.

9. Bids received after the specified time and date shall not be accepted and shall not be opened.
10. The technical bids shall be opened at 3.00 PM on dated **16.04.2014** in the presence of the bidders or their representatives who wish to be present.
11. The RMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason there for.
12. The bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.
13. It is clarified that the information required in bidding document should be submitted only in enclosed annexure (A to R) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
14. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Note:- If any amendment is carried out in the bid specifications and terms & conditions following pre-bid meeting, the same will be uploaded on the Departmental **website www.rmssc.nic.in, sppp.raj.nic.in and <https://eproc.rajasthan.gov.in>** and will not be published in news papers. In case any inconvenience is felt, please contact over telephone number i.e. 0141-2223887 or queries may be e-mailed on address "edepmrmsc-rj@nic.in".

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



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



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

E-Mail – edepmrmsc-rj@nic.in

Instruction to Bidders

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

- 1 Go through the terms and conditions, Annexure and other forms of the document carefully and meticulously.
- 2 Certificates/License/Documents which are required should be complete and updated.
- 3 Bid forms can be downloaded from [https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in). The bid form fee Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) downloaded from the website, Bid security as applicable in Bid condition and processing fee of Rs.1000.00 of R.I.S.L. 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 country**. The bidders shall submit scanned copy of all the challans in Technical Bid through <https://eproc.rajasthan.gov.in> (Cover-A).

OR

The Bid 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 favour of M.D., RISL payable at Jaipur. The Bid form fee, processing fee and Bid Security shall be deposited physically at the office of M.D., RMSCL, Jaipur before the last date and time of bid submission.

- 4 Bid form fees, RISL processing fees & Bid Security should be submitted separately for each Bid. Bid Form Fees and RISL Processing Fees are Non-refundable.
- 5 The Average gross annual turnover shall be as per Table-1 for last three years. The turn over statement (**Annexure-F**) duly certified and signed by Chartered Accountant & Attested by Notary Public shall be submitted along with bid. Failing which bid shall be rejected. Distributors/Suppliers/Agents/Loan Licensees are not eligible to participate in the bids.
- 6 Bid form must conform the terms & conditions of the bid documents & submitted properly, Technical Bid in Cover-A& Financial Bid (BOQ) in Cover-B through e-procurement portal.
- 7 Bid received after prescribed date and time will not be considered.
- 8 A Pre-Bid Meeting will be held **at 3.00 PM on dated 12.03.2014** in the **Conference Hall of Rajasthan Medical Services corporation, D-Block, Swasthya Bhawan, Jaipur** to clarify the issues and to answer the queries on any matter that may be raised at that time of pre bid in reference to bid. The issues to be raised during pre-bid meeting should be referred by the bidder to E.D. (EPM), RMSC, Jaipur, in writing at least three days before the pre-bid meeting, so that these could be properly scrutinized. Representation regarding issues and queries which discussed in pre bid meeting shall be submitted within two days after pre bid. Representation received after two days of pre bid shall not be considered. Necessary Corrigendum/Modification/Clarification in the bid and specification, may be issued after pre-bid meeting. if required, Please note that bids should be submitted after Pre-Bid meeting with incorporating the Corrigendum/ Modification/ Clarification, if any.
- 9 Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.

10. The Bidding is for Rate Contract cum supply.
11. Bids received after the specified time and date shall not be accepted and shall be not opened.
12. The technical bids shall be opened at **3.00 PM on dated 16.04.2014** in the presence of the Bidders or their representatives who wish to be present.
13. The RMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
14. The Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.
15. It is clarified that the information required in bidding document should be submitted only in enclosed annexure (A to R) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.

Note:- If any amendment is carried out in the bid specifications and terms & conditions following pre-bid meeting, the same will be uploaded on the departmental **website www.rmssc.nic.in, sppp.raj.nic.in and [https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in)** and will not be published in news papers. In case any inconvenience is felt, please contact on telephone number i.e. 0141-2223887 or quarries may be e-mailed on address "edepmrmsc-rj@nic.in".

16. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

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



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



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TABLE-1

List of Equipment & Instruments (NIB No.40 Dated 20.02.2014)

S. N.	Name of Equipment & Instruments	Indicative Quantity (In no.)	Minimum average gross annual turnover for last three financial years (In Rs.)	Minimum average gross annual turnover for last three financial years (In Rs.) for (SSI Units of Rajasthan)
1	Laryngoscope Set, Neonate	620	1.00 crore	0.50 crore

Note:-

- The above estimated quantities are only indicative and may vary substantively. Quantity/ Capacity commitment of the firm in **ANNEXURE-E** and clause-19 may be considered for placement of supply orders. The above estimated quantities are only indicative for executing rate contract for a specified period. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation. No minimum quantity is guaranteed.



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



(Bid form is non-transferable)
**BID FORM FOR RATE CONTRACT OF MEDICAL EQUIPMENT AND INSTRUMENT
(R.C. PERIOD 15 MONTHS)**

BID REFERENCE. No. F-8()RMSC/EPM/M-3/13-14/NIT-40/2462

Dated: 20.02.2014

Name & Address of the Bidder

M/S

.....

Telephone

Telegram Code

Fax No.

Mobile No.

E-mail address

LAST DATE FOR ISSUANCE : **15.04.2014** up to 5.00 P.M.
OF BID DOCUMENT

LAST DATE & TIME FOR : **16.04.2014** up to 1.00 P.M.
RECEIPT OF BIDS

DATE & TIME OF OPENING : **16.04.2014** up to 3.00 P.M.
OF (TECHNICAL BID) BIDS

PLACE OF OPENING OF BIDS : Conference Hall, R.M.S.C., D-Block,
Swasthya Bhawan, C-Scheme, Jaipur

BID FORM FEE : Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan)

RISL PROCESSING FEE : Rs. 1000.00

Bid Security : Rs. 2,00,000.00

ADDRESS FOR : MANAGING DIRECTOR,
COMMUNICATION : RAJASTHAN MEDICAL SERVICES
CORPORATION LIMITED,
D-BLOCK, SWASTHYA BHAWAN, TILAK MARG,
C-SCHEME, JAIPUR (RAJ.) PIN. 302005
Tel. No. 0141-2228066
Fax No. 0141-2228065
0141-2223887

Signature of Bidder with Seal

Rajasthan Medical Services Corporation Limited, Jaipur

Declaration Form Cum Check List (NIB-40)

(It should be notarized)

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

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

I/We further declare that the rates offered by us shall remain valid for the entire period of the rate contract and shall reduce the rates, if the rates are reduced for any other buyer during this period. I/We enclose the following documents as per details given below: -

S. No	Item	Particular
1	Bid security Con. No. 6 (i) & 11 (Through challan/DD) - Annexure-1	Page no
2	Self attested Photocopy of Acknowledgement of EM-II SSI unit for each quoted Product and a certificate from NSIC/MSME for the production capacity & the quality control measures properly installed at the production unit. Con. No. 6 (ii) (Annexure-J)	Page no
3	Copy Of Central Excise Registration Con. No. 6 (iii)	Page no
4	Self attested Photocopy of IEC Certificate and Permission/Authorisation for sale from the foreign principal manufacturer (Authorization Letter of Principal Company con. No. 6 (iv)	Page no
5	Acknowledgement of EM-II for SSI Units of Rajasthan from Industries Dept Con. No. 6(v)	Page no
6	Format of the Affidavit on non judicial stamp paper of Rs. 10/- (Annexure-J) (T&C No.6 (v), 11 (iii)	Page no
7	BIS License with schedule for ISI Marked Products Quoted con. No. 6 (vi)	Page no
8	Self attested photocopy of ISO & CE/BIS/USFDA certificate for quoted Items as mentioned in bid Catalogue con. No. 6 (vii & viii)	Page no
9	Average Annual turnover statement for past 3 years certified by C.A. 6 (ix) (Annexure-F)	Page no
10	(A) Latest Sales Tax Clearance Certificate (up to dated 31.03.13). Con. No. 6 (xi)	Page no
11	(B) Specify point of supply with full Address. Con. No. 6 (xii)	Full Address.....

12	Statement of Installed Manufacturing Capacity, Certificate regarding quoted model is latest technology, Certificate regarding rate reasonability, Undertaking for availability of Spare Parts & Consumables, Undertaking for acceptance of Comprehensive Guarantee, Undertaking of Non- Debarring 6 (xiii) (Annexure –E)	Page no
13	Statement of Plant & Machinery etc. (Annexure-H) con no.6 (xv)	Page no
14	Original bid terms & condition Annexure- B	Page no
15	Statement of Past Supplies and Performance (Annexure- G) Special con no.-11	Page no
16	Pre - stamp receipt (Annexure-I) con no. 11(ii)	Page no
17	Rate contract completion report (Annexure-K)	Page no
18	CMC (Annexure-L) on Rs. 100-/ Non Judicial Stamp.	Page no
19	CM C/Rates in BOQ of Annexure – D be uploaded.	Don't write rates in format
20	Declaration regarding complying with bid terms and conditions (Annexure-N) in lieu of acceptance of terms & conditions.	Page no
21	Memorandum of Appeal Under the Rajasthan Transparency in Public Procurement Act, 2012 (Annexure -O)	Page no
22	Declaration by the Bidder Regarding Qualifications (Annexure-P)	Page no
23	Declaration of manufacture/Direct Importer (Annexure-Q)	Page no
24	Corrigendum/modification/clarification uploaded with bid document	Page no
25	Name, photograph & specimen signature of designated officer/ representative of the Bidder who is authorized to make correspondence with the RMSCL, if any.	1.....(Name & Signature) 2..... 3.....

Date

Name and Signature of Bidder with seal

Note: Please mention page number and sign before submitting the bid.

CAUTION : USE "FCMBR" MENU OPTION IN FINACLE INSTEAD OF "TM"

Bank Copy

punjab national bank

DIST. NO.

Branch

Institute Name

Rajasthan Medical Services Corporation, Jaipur

Institute ID

RMSCJ - A/c No. 2246002100024414

Date of Deposit

DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name

Tender Ref. No.

Type of Deposit

Select any one out of - Tender Fees/EMD/SD/Tender Processing fees/Others

Mobile No.

Cash Deposit:

Denomination	₹	Ps
1000 *		
500 *		
100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
Total		

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹

Commission ₹

Total amount ₹

					-		
0	0	0	0	0	-	0	0
					-		

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

Customer Copy

punjab national bank

DIST. NO.

Branch

Institute Name

Rajasthan Medical Services Corporation, Jaipur

Institute ID

RMSCJ - A/c No. 2246002100024414

Date of Deposit

DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name

Tender Ref. No.

Type of Deposit

Select any one out of - Tender Fees/EMD/SD/ Tender Processing fees/Others

Mobile No.

Cash Deposit:

Denomination	₹	Ps
1000 *		
500 *		
100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
Total		

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹

Commission ₹

Total amount ₹

					-		
0	0	0	0	0	-	0	0
					-		

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

Rajasthan Medical Services Corporation Limited, Jaipur
TERMS & CONDITIONS OF BID AND RATE CONTRACT

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

A. General terms & conditions:-

1. Bids are invited from Indian manufacturers /direct importers.
2. E-bid shall be submitted **up to 1.00 PM on dated 16.04.2014** as per schedule (col. no. 4) to the E.D. (EPM), Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the supply through rate contract of equipments & instruments.
3. The bidder should have average gross annual turnover as per Table-I, for the preceding three financial years to be eligible to participate in the bid.
4. Supplies shall be made directly by the bidder, and not through its distributors/agents/ suppliers. Manufacturer bidder should have permission to manufacture the item quoted as per specification given in the bid from the competent authority.
5. Bids shall be submitted to M.D., Rajasthan Medical Services Corporation, Rajasthan, Jaipur through **<https://eproc.rajasthan.gov.in>** of Govt. of Rajasthan.
6. The bidder shall submit along with the bid the following certificates:-
 - (i) Bid security, cost of bid document and processing fee shall be deposited through separate prescribed challans (format enclosed in annexure-1) in any branch of the **Punjab National Bank, Account no. 2246002100024414 throughout the country**. The bidder shall submit scanned copy of the challans in the technical Bid (Cover-A).

OR

The cost of bid document amounting to Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) uploaded on the above website shall be submitted in the form of D.D./Banker's cheque in favour of M.D., RMSCL payable at Jaipur. The bidder is also required to deposit processing fee of Rs. 1000.00 in the form of D.D./Banker's cheque in favour of M.D., RISL payable at Jaipur. The cost of bid document, processing fee and bid security shall be deposited physically in the office of M.D., RMSCL, Jaipur before the last date and time of bid submission.

- (ii)
 - (a) Manufacturer- bidder shall enclosed 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 bid. The license, if any, should be renewed up to date.
 - (b) Likewise, SSI manufacturer/bidder shall submit documents relating to the production capacity and properly installed quality control measures at the production site/ unit at the time of bid/agreement, which may be a certificate from NSIC (For micro and small scale industrial units) /MSME (Micro, Small, Medium Enterprises)/production capacity certificate issued from Industries Department.

Signature of bidder with seal

- (iii) Firm shall submit copy of the registration with Central Excise Department/ exemption from registration, if applicable, as per provisions of Central Excise Act.
- (iv) In case of imported equipments and instruments self attested photocopy of IEC certificate and permission/authorization for sale from the foreign principal manufacturer.
- (v) Duly attested copy of acknowledgement of EM-II, issued by District Industries Centre with an affidavit as per **Annexure-J**, under rules for preference to industries of Rajasthan, in respect of stores for which they are registered.
- (vi) Duly attested photocopy of BIS certificate, renewed up to date with respective schedule for ISI certification for quoted items, if applicable.
- (vii) Duly attested photocopy of ISO Certificate, if applicable.
- (viii) Dully attested photocopy of BIS/CE/USFDA/certificate from Govt. of India lab or from Govt. of India approved lab for the quoted items, as mentioned in Table-1.
- (ix) The average annual turnover statement for preceding three financial years expired on March 31st, duly verified by the C.A. and attested by notary public.
- (x) Copies of annual accounts (Balance Sheet & Profit & Loss statements) certified by the auditors for the preceding three financial years.
- (xi) Duly attested copy of latest Sales Tax/VAT clearance certificate (up to 31.03.2013) from the Commercial Tax Officer of the circle concerned, from where supplies will be affected, shall be submitted.
- (xii) Declaration regarding point of supply with full address in **Annexure- A**.
- (xiii) A combined undertaking/declaration regarding installed manufacturing capacity, that the quoted item model is of latest technology, the item has not become outdated, that the rate quoted is not more than the rate charged from anyone else, that the bidder is not black listed or banned or debarred by central or any state government or its append gages, availability of spare parts and consumables for the quoted equipment for at least 10 years/life of the item, from the date of installation must be submitted on Non-Judicial stamp-paper of Rs. 200/- in prescribed format (**Annexure-E**), duly notarized for each item quoted in the bid.
Bid should not be submitted for the quoted item(s) for which the bidder has been blacklisted/banned/debarred either by bid Inviting Authority or Govt. of Rajasthan or by any other State/Central Govt. and its agencies. This also applies to the bidder for its sister/ allied firm(s)/ unit(s).
- (xiv) The declaration from the bidder regarding its non-conviction, in **Annexure-P**
- (xv) The bidder should submit a declaration giving details of plant and machinery, staff, production capacity achieved, factory area, etc. on non-judicial stamp paper of Rs. 50/- duly notarized, in enclosed Performa (**Annexure-H**).

PLEASE ALSO NOTE THAT: -

- (A) All the above mentioned documents must be submitted duly attested by notary public.
- (B) All attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, they shall be translated in Hindi or English and attested by authorized translator. Translated copy must be submitted along with copy of original document.
- (C) Other than Sales Tax/VAT clearance certificate, all the above mentioned documents should be under the name and address of the premises where the quoted items are actually manufactured/stored for supply.
- (D) The point of supply should be specified as has been requested in condition no.6(xii) above.

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- (E) The bidder shall submit the annual accounts (Profit & Loss account & Balance Sheet) and annual turnover statement of the three financial years.
- (F) If the following documents/certificates/requirements are not submitted, the bid will be liable to be declared non responsive:-
 - (i) Cost of bid document, processing fee and bid security,
 - (ii) Manufacturing license/acknowledgment of manufacturing license/EM-II, issued by industries department/DIC/NSIC/ Competent Authority , if any , or import license for Direct Importers along with authorization from foreign principals
 - (iii) Turnover certificate verified by C.A/auditor.
 - (iv) BIS certificate, in case of ISI marked items, if applicable.
 - (v) Duly signed scanned copy of **Annexure-B or Annexure-N**, as acceptance of terms & conditions.
 - (vi) Any rates are disclosed in cover-A, or
 - (vii) Any discounts/ special offers are made in cover-A.

7. Financial Bid duly filled in, as per **Annexure-D**, giving the rates for quoted items should be submitted through the portal [https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in) (**Format (BOQ)**). The rate should not be disclosed in the technical bid.

Note that:-

- (a) If any item in the table-1 have several sizes, lengths, strength and sub-groups etc., rates shall be quoted for each size, length, strength and sub-group in a separate format (**Annexure -D/ BOQ**).
- (b) VAT or CST, as applicable, should be mentioned clearly and separately.
- (c) VAT or CST, if exempted, it should be specified in **Annexure 'D'**.
- (d) The bidder who has quoted item with no excise duty in the price schedule and item becomes excisable afterwards at the time of award of contract or later on, bidder firm will be eligible for payment of excise duty, only on production of invoices drawn as per Central Excise Rules.
- (e) C-form shall be issued when the order is placed by RMSCL for charging CST at concessional rate. The invoice should show the concessional rate of CST separately. No VAT is applicable on purchase of medical equipments, instruments and ambulances made by RMSCL.

8. The required amounts towards cost of bid document, bid security and Processing Fee payable to RISL shall be deposited through prescribed challans (format enclosed in Annexure-1) in any branch of the Punjab National Bank, anywhere in the country. Bid security may be submitted physically/deposited in the form of DD/Banker's cheque in the office of MD RMSCL before the last date and time of bid submission. The bidders shall submit scanned copy of the challan/DD/Banker's cheque with the technical bid (Cover-A). All bids received will be opened in the presence of bidders, who choose to be present. Financial bid will be opened only for those bidders, who satisfy the criteria laid down by the corporation on the details furnished by the bidder in technical bid in compliance of terms & conditions of the bid.

9. (i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the Articles of Association of the bidder company.

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- (ii) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/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 conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the M.D., Rajasthan Medical Services Corporation Ltd., D-Block, Swasthya Bhawan, C-scheme, Jaipur. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.
- 10.** The hard copy of bid documents shall be filled with ink or typed. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid and then scanned copy be uploaded on the e-portal <https://eproc.rajasthan.gov.in>, except the financial bid (BOQ) (Annexure-D).
- 11. BID SECURITY:**
- (i) Bid shall be accompanied with a bid security at the rate of 2% of the likely value of the indicative quantity or Rs. **2,00,000.00** (Rs. Two Lakh), whichever is less, for whole bid catalogue. Bids submitted without sufficient bid security will be summarily rejected.
 - (ii) The bid security of unsuccessful bidder shall be refunded soon after finalization of the bid. Bidder should produce a pre stamp receipt as per **Annexure-I** with the bid document for that purpose.
 - (iii) Firms which are registered as micro or SSI Unit of Rajasthan with Commissioner of Industries, shall furnish the amount of bid security at the rate 0.5% of likely value of the indicative quantity or Rs. 50,000/- (Rs. Fifty Thousand) , whichever is less, for whole bid catalogue. In respect of items for which they are registered to manufacture, shall submit an attested copy of acknowledgment of EM-II issued by DIC, with an affidavit on non-judicial stamp paper worth Rs. 10/- as per **Annexure-J**.
 - (iv) The Public Sector Undertakings need not furnish any amount of bid security. However, bid securing declaration shall be necessary as per **Annexure**.....
 - (v) The bid security deposit lying with the Corporation in respect of other bids awaiting approval or rejection or on account of contracts being completed, will not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in case bids are re-invited for the same item.
- 12. FORFEITURE OF BID SECURITY: -**
The bid security will be forfeited if:
- (i) The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid,
 - (ii) The bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority (on the request of the bidder),
 - (iii) The bidder does not deposit the performance security after the supply order is placed/requested for signing the agreement,
 - (iv) The bidder fails to commence the supply of the items as per supply order within the time prescribed,
 - (v) The bidder fails to submit samples of quoted item on demand,
 - (vi) The bidder violates any of the terms & conditions of the bid document.
- 13. GUARANTEE CLAUSE:-**
- (i) The Bidder would guarantee that the subject matter of procurement would continue to conform to the description and quality as per technical specifications and performs as per descriptions, from the date of delivery/installation of the said subject matter of procurement. Notwithstanding the fact that the purchaser may have inspected and/or

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approved the said subject matter of procurement during the guarantee period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise.

- (ii) The bidder shall, during the guarantee period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment operative.
- (iii) In case of the machinery or equipment, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall also be responsible to ensure adequate and regular supply of spare parts and consumables required for the machinery or equipment, whether under their annual maintenance and repairs contract or otherwise. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment.
- (iv) In case, any item supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to the 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 may have been consumed, either in part or whole, pending receipt of laboratory test/inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules.

14. MARKING

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

15. APPLICABILITY OF TAXES:

Only sales tax will be payable whether Rajasthan **VAT or RST** or **CST** 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. COMPARISON OF RATES:

- (i) Only net rates should be quoted. No separate free goods or cash discounts should be offered. Rates must be valid for the entire bid validity period. Concessional rate of CST shall be applicable against issue of 'C'-form by RMSCL.
- (ii) VAT is exempt on medical equipments/ambulances procured by RMSC.

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- (iii) In comparing the rates quoted by a firm from outside Rajasthan and another bidder from within the state, the element of Central Sales Tax shall be added in the rates of the from outside Rajasthan and VAT or RST shall be excluded from the rates quoted. While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan VAT or CST shall be excluded from the rates quote .
- (iv) Consignee may be located at a district headquarter (except equipment/machinery requiring installation and commissioning, the place may be any other station) or as directed by M.D., Rajasthan Medical Services Corporation Ltd., Jaipur and the rates must be quoted accordingly. No cartage or transportation charges shall be payable.
- (v) The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charges, including transit insurance, and any other levies or duties etc. on the subject matter of procurement, except *VAT or CST*.
- (vi) Excise duty or surcharge prevailing on the date of submission of bid rate must be included in the net rate and should also be shown separately in the Financial Bid (**Annexure- D**). In the event of any subsequent variation (increase or decrease) in the rate of excise duty, *VAT or CST* by the government (state or central), the same will be admissible accordingly.
- (vii) If the rates of item quoted are found same from two for more bidders, then the such bidders shall be asked to submit revised financial bid, containing reduced rates within given time by RMSCL.
- (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 initialled with dates. Element of the Rajasthan *VAT* or Central Sales Tax should be mentioned separately.
- (ix) The bidder will exercise all due diligence at their own level regarding applicability of other taxes, duties and fees etc. for the unit of supplies as specified in the bid document and accordingly include the same in their quotes. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained later on any account.
- (x) (A) No part of the bid document should be detached/deleted.
(B) The bidder shall sign with seal on every page of the bid form and terms & conditions (**Annexure-B & N**) in token of his acceptance of all the terms & conditions of the bid and upload the same along with bid documents. He should also sign at the bottom of each page of the original bid items, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.
- (xi) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, this shall render the bid to be rejected without notice.
- (xii) For comparison of rates, the average comprehensive annual maintenance charges shall be added to the rate quoted for the equipments, if comprehensive annual maintenance is applicable.

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17. SUBMISSION OF SAMPLES & DEMONSTRATION:

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

18. PERFORMANCE SECURITY (P.S.) AND AGREEMENT:

- (i) Successful bidders, whose offers are accepted, will have to deposit performance security @5 % of the value of the indicative quantity in the bid subject to a maximum Rs. 5.00 lacs for each item in favor of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement. The Performance Security shall be deposited in the form of DD/Banker cheque/ B.G. However, the Bank Guarantee shall be for a validity period of 6 months, beyond the guarantee period sought for the item. The firms, which are registered as SSI units of Rajasthan, shall be required to deposit performance security, as applicable under the rules.
- (ii) The firm may submit Bank Guarantee issued by any scheduled bank. The minimum validity of bank guarantee should be 6 months after completion of guarantee period for the item.

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- (iii) The Performance Security (P.S.) shall be 5% of the total value of stores ordered for supply. The Procurement Officer will not release payment for supplies, until the additional Performance Security due is either deposited by the supplier or additional P.S. , as calculated, is withheld.
- (iv) The bid security of successful Bidder will be adjusted toward Performance Security. The bidders shall submit scanned copy of the challan/DD/Banker cheque in Technical Bid (Cover-A).
- (v) The performance security shall be refunded after six months after satisfactory completion of rate contract and after satisfying that there are no dues outstanding against the bidder, subject to Comprehensive Maintenance Agreement provisions.
- (vi) Firms, which are registered as micro and SSI units with the Department of Industries, Rajasthan shall furnish the amount of performance security @1% of value of indicative quantity as per bid catalogue on furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit as per annexure-I. Provision of 17 (ii) also applies.
- (vii) It is to be noted that earlier years bid security and performance security, even if lying in this department shall not be considered towards this contract and therefore fresh bid security/performance security shall be deposited.
- (viii) The Corporation will pay no interest on bid security or performance security amount.
- (ix) Successful bidders will have to execute an agreement on a Non Judicial Stamp Paper of an amount mentioned in the offer letter, in the prescribed form with the M.D./ E.D.(EPM), Rajasthan Medical Services Corporation Limited, Jaipur and deposit performance security within 15 days from the date of acceptance of the bid is communicated to him. However, M.D. RMSC Ltd., Jaipur may condone the delay in execution of contract by the bidder. The expenses in this regard shall be borne by the successful bidder. The validity of rate contract under this agreement shall be for a period, as mentioned.
- (x) 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;
- (xi) Address of residence and office, telephone numbers, in case of Sole Proprietorship with
 - (i) Registration issued by Registrar of Companies, in case of Company,
 - (ii) Comprehensive maintenance agreement, if applicable.
- (xii) The M.D., RMSC Ltd., can extend the original rate contract, subject to original Terms and Conditions for a period deemed fit by him, but not exceeding three months, for which the bidder shall abide.
- (xiii) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of performance security shall be liable to forfeiture by M.D. RMSC Ltd., Jaipur and decision of M.D. RMSC Ltd., Jaipur shall be final.
- (xiv) Public Sector Undertakings need not to furnish amount of Security Deposit.
- (xv) The 25% of total deposited Performance Security amount shall be retained as Performance Security against the security of Comprehensive Maintenance Contract (CMC) If there is any default in comprehensive maintenance service, the corporation may forfeit the performance security, as described under different clauses or any other recovery from this Performance Security.

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- (xvi) The rate contract can be repudiated at any time by the M.D., RMSC Ltd., 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 the agreement of rate contract at any time without notice/intimation to the successful bidder.

19. SUPPLY ORDERS:

- (i) Supply order will be placed through registered post/e-mail/any communication medium by the corporation. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a period of 45 days or as specified in the supply order.
- (ii) The successful bidder acknowledge receipt of orders with in 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision.
- (iii) In case of imported items, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 19 (i) above.
- (iv) The consignee for supplies shall be the M.D. RMSC or a medical institution in the state such as M.D., NHM, Director (PH/ RCH/ HA/ IEC/ Aids/ ESI), Principal of Medical Colleges, superintendents attached hospitals/CM&HO/PMO/DPC of DDW etc. or their equivalent. Except for equipments/machinery, which requires installation/commissioning, all other supplies shall be to a district headquarter only.
- (v) To ensure sustained supply without any interruption, the M.D., RMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders. In such a case, the requirement may be met by dividing the quantity among the R/C holders considering the quantity required and dedicated capacity of the successful bidders (**Annexure-E**).
- (vi) The ready stock position of the item, if provided by the firm, may be considered by the Corporation for the placement of supply orders.
- (vii) 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 bidders must offer their rates 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.
- (viii) The quantities indicated in the Table-1 are mere estimates and are intended to give an idea to the prospective bidder. The figures indicated do not constitute any commitment on the part of corporation to purchase any of the articles and the quantities shown there-in against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.

20. PURCHASE PREFERENCE: -

Purchase preference to the extent of 15% of the requirement will be admissible to the goods produced or manufactured by registered small scale 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. Purchase preference admissible to the PSUs and to the SSIs of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However, these units will be required to participate in bidding process and match lowest price (L-1).

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21. SUBMISSION OF CONTRACT COMPLETION REPORT:-

- (i) A consolidated statement (**Annexure-K**) shall be submitted to ED, EPM by the 10th of each month. Every time the statement should contain details of all orders placed under the contract.
- (ii) Firms will have to submit consolidated statement (**Annexure-K**) in duplicate at the end of rate contract well as after expiry of equipment/instrument guarantee period (as provided in guarantee clause of the contract) to enable the Corporation to examine the case for refund of performance security.
- (iii) The consignee shall intimate the contractor/supplier about the defect(s) at once in such a manner, so as to reach the office of the firm immediately and before completion of guarantee period. It shall be the responsibility of the consignee to get the complaint of defective equipment or defective performance registered immediately with the office of ED (EPM), RMSCL/MD, RMSCL also.

22. TERMS OF PAYMENT:-

- (i) Unless otherwise agreed between the corporation and the firm, payment/part payment for the delivery of the stores will be made on submission of bills in proper form by the firm. Payment shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee along with the bill. Installation/commissioning of equipment and rendition of required satisfactory training to the consignee's personnel, if any, shall also be necessary for releasing payment. In case of delayed supplies, deduction of L.D. as per provisions shall be made from payments. The firms shall seek time extension from the Corporation before delayed dispatch of supplies.
- (ii) Payment shall be made by RTGS/account payee bank demand draft/banker's cheque, as the case may be. Expenses on this account, if any, shall be borne by the firm.
- (iii) No advance payments towards cost of items will be made to the bidder.
- (iv) All bills/invoices should be raised in triplicate and in the case of Excisable items; the bills should be drawn as per Central Excise Rules in the name of the authority concerned.
- (v) If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform M.D., RMSCL, Jaipur immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
- (vi) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in Excise Duty, the bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.

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- (vii) In case of successful bidder has been enjoying excise duty exemption on any criteria, such bidder will not be allowed to claim excise duty at later point of time during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.
- (viii) If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made/decided by M.D. RMSCL.

23. LIQUIDATED DAMAGES:

- (i) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages, recovery of L.D. shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :-
 - (a) Delay up to one- fourth period of the prescribed Delivery Period - **2.5%**
 - (b) 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 hindrances, he shall apply in writing to M.D. RMSC Ltd., Jaipur, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by purchase officer after sanction of extension in delivery period.
- (vi) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage.
- (vii) If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approved from M.D., RMSC Ltd., Jaipur. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.

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

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24. MEDICAL COLLEGES AND THEIR ATTACHED HOSPITALS:-

- (i) The following medical colleges and their attached hospitals may procure goods through RMSCL :-
 - a. S.M.S. medical college, Jaipur and attached hospitals.
 - b. Dr. S.N. Medical College, Jodhpur and attached hospitals.
 - c. Government Medical College, Kota and attached hospitals.
 - d. Jawaharlal Nehru Medical College, Ajmer and attached hospitals.
 - e. RNT Medical College, Udaipur and attached hospitals.
 - f. Sardar Patel Medical College, Bikaner and attached hospitals.
- (ii) The funds shall be transferred to RMSC with indent form and supply orders will be placed by RMSC to suppliers

25. RECOVERIES:-

- (i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the corporation. 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 bid after accounting for untied sum or due payment 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.

26. INSPECTION:-

- (i) The equipments, instruments and other hospital supplies shall be according to specifications 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/Committee of experts 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 procurement officer or his authorized Expert/Doctor, not below the rank of Medical officer/ Accountant, may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract.
- (iii) In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee will not accept the material and shall inform the RMSCL within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to remove the defect or replace the defective equipment/item within

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15 days of receipt of intimation from the consignee. However the date of delivery, in case of defective item shall be taken as the date on which the corporation accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the 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) In case of imported item, the supplier shall ensure that the item shall be inspected by the third party Inspection Agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the corporation shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.

27. PACKING & INSURANCE:

- (i) The good will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred.
- (ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Procurement Officer's store. In the event of any loss, 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.
- (iv) Packing specifications:
 - A. Schedule For Packaging-General Specifications
 1. No corrugate package should weigh more than 15 kgs (ie, product + inner carton + corrugated box.)
 2. All Corrugated boxed should be of 'A' grade paper i.e., Virgin.
 3. All items should be packed only in first hand boxes only.
 4. **Flute:** The corrugated boxes should be of narrow flute.
 5. **Joint:** Every box should be preferably single joint and not more than two joints.
 6. **Stitching:** Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.
 7. **Flap:** The flaps should uniformly meet but should not overlap each other. The flap when turned by 45-60° should not crack.
 8. **Tape:** Every box should be sealed with gum tape running along the top and lower opening.
 9. **Carry Strap:** Every box should be strapped with two parallel nylon carry straps (they should intersect).

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Label: Every corrugated box should carry a large outer label at least 15cms. 10cms dimension clearly indicated that the product is for “Rajasthan Govt. Supply - Not For Sale” and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted in Enclosure II to Annexure-VI of this document.

10. **Other:** No box should contain mixed products or mixed batches of the same product.
B. Specifications For Chemicals Not more than 25 kg may be packed in a single bag/carton.

28. REJECTION:

- (i) Articles not as per specification/ or not approved shall be rejected by the corporation/consignee and will have to be replaced by the supplier firm at its own cost within 15 days or as time limit fixed by the corporation.
- (ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of 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, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- (iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., RMSC Ltd., Rajasthan Jaipur shall be final.
- (iv) The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
- (v) No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has performance Security as per condition no. 19) 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 item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification.
- (vii) The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.

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29. 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.

30. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

- (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.

31. 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 as described in clause-32.

32. PARALLEL RATE CONTRACT:

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

- (i.) To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to approve 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 Bid 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.

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- (iii.) After the conclusion of financial 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 bid has been invited.
- (iv.) The bid who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the required quantity of such item on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of supply orders.
- (v.) RMSC will inform the L-1 rate to the Bidders who had qualified for financial 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 rates (L-1 rate).
- (vii.) The supplier, on receipt of the supply orders deems that the purchase orders exceeds the production capacity declared in the bid documents and the delay would occur in executing the order, shall inform the RMSC immediately without loss of time and the supply 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 supply 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 bid 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 bid and all provisions of the bid 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, without 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.
- (xii.) Parallel rate contract may be concluded as described above during any time/ currency of rate contract subject to matching of L-1 rates, price fall clause and on same terms & conditions.

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33. VALIDITY OF BID:

Bids shall be valid for a period of 120 days from the date of opening of Technical bid.

34. PRICE ESCALATION:

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

35. 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.

36. FALL CLAUSE:-

- (i) The prices under rate contract shall be subject to price 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 **in the state of Rajasthan**. 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 for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the rate contract holder quotes/ reduces its price to render similar goods at a price lower than the rate contract price to anyone in the State at any time during the currency of rate contract including extension period, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under rate contract and the rate contract shall be amended accordingly.
- (ii) The firms holding parallel rate contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days time to M.D./ED(EPM), RMSCL. Similarly, if parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduced price, further transaction with it, shall not be conducted.

37. COMPREHENSIVE MAINTENANCE CONTRACT (CMC):-

If required, Bidder shall execute a CMC with the RMSC as described in **Annexure-L** and guarantee clause. The rates for maintenance shall be applicable as quoted in [**Annexure- D, (BOQ)**]. CMC will only be commence after the guarantee period and on a written request made by the concerned procurement officer/user medical institutions to the firm. The firm shall abide itself by the terms & conditions of CMC.

38. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

- (1) The Designation and address of the First Appellate Authority is Secretary, Department of Medical & Health (MD, NHM), or as decided by the Govt. of Rajasthan.

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- (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.

(i) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (ii) The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor 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 Form (**Annexure-O**) along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative.

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(vi) Fee for filling appeal

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

(vii) Procedure for disposal of appeal

- (a) The first appellate authority or second appellate authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.

39. 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 behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any 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.

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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.

40. Dispute settlement:-

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

41. (i) Bidder are requested to send with bid, 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 provide copies of purchase orders, invoices and rate contract, if asked for.
42. 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.
43. (i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their bids.
(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(SBI) or any other investigating agency recommends such a course in respect of a case under investigation .

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- (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.
44. 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.
45. (i) If any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated/vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action/RTPPA provision. 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.
46. The Corporation reserves the right to accept any bid not necessarily the lowest. Corporation may reject any bid without assigning any reasons and accept bid 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.
47. 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.
48. Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
49. The Bidder must sign all the pages of bid document at the below of terms & conditions agreeing to abide by all conditions of the bid and accept them in toto. The Signing of **Annexure-N** shall be treated as acceptance all the terms and conditions of the bid document.
50. 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.
51. **JURISDICTION:-** All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in Jaipur only.
52. **APPLICABILITY OF CLAUSES:-** All the clauses from 1 to 52 and their annexure, formats & enclosures are applicable for the bid 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 bid document.

Signature of Bidder with Seal

B. Special terms and conditions:-

- 1 Technical details, bid form duly signed in all respect, bid security and all other required documents should be submitted in Cover "A" and Financial details (BOQ), should be submitted in Cover "B" otherwise bid 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 Firm shall provide comprehensive guarantee with spare parts for item(s), as mentioned in technical specification (from the date of installation/demonstration).Acceptance of comprehensive maintenance contract after expiry of guarantee period should be submitted with the cover" A" and rates in cover "B" respectively.
- 4 Conditional bids will not be considered.
- 5 List of consumable items is to be provided in technical bid (Annexure-L), which is not covered under the guarantee; otherwise all the consumables will be treated as spare parts covered under the guarantee and CMC.
- 6 Transshipment will be permitted and partial shipment not allowed.
- 7 Normally, payment will be released after installation, demonstration and commissioning of equipment/machine and satisfactory operational training, if required.
- 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 bids and issue of supply order.
- 10 The bidder should have well equipped local service centre in India preferably in Rajasthan.
- 11 The bidder shall be a manufacturer/direct importer who must have manufactured/ imported and supplied and installed this equipments/instruments in India satisfactorily to the extent of at least 10% in last three financial years of the quantity specified in the NIB. The list of such installation of the equipments may be asked from the bidder in verification of Annexure-G information and he should submit self attested copy of purchase order, indent and invoice (inclusive of quantity & rate). However, the condition of past performance 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 laboratory or ERTL or DGS&D or Union Govt. laboratory or Union Govt. approved laboratory pertaining to specification and performance of each supplied machine/equipment 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 Table-1. 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 the effect that the firm has completed all the formalities in connection with import of the item in question.
16. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

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

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Technical Specifications of Bid Equipments

(Technical specifications compliance sheet to be submitted with technical bid)

LARYNGOSCOPE SET, NEONATE

- Laryngoscope set with neonate blades
- Constituted of large hollow, cylindrical, slightly ribbed handle and a set of depressors in stainless steel
- Handle is made of either chromium-plated or stainless steel and can be opened at an extremity to insert two alkaline batteries (LR14, size C, 1.5 Volts). The other end has a stud contact which fits the various sizes and types of depressors.
- 2 x curved depressors, Macintosh type No. 1, approx 68 mm length with halogen bulb
- 2 x straight depressors, Miller type No. 0, approx 53 mm length with halogen bulb
- Presented in suitable protective plastic box
- Device is produced by ISO 13485 certified manufacturer (Certificate to be submitted)
- Device should be CE marked (Certificate to be submitted)

Supplied with:

- 2 x spare halogen bulbs (1 for each depressor)
- User manual with trouble shooting guidance, in English
- Technical manual with maintenance and first line technical intervention instructions, in English
- List of priced accessories
- List of priced spare parts
- List with name and address of technical service providers in India
- One year Guarantee.

ANNEXURE- D

**Rajasthan Medical Services Corporation Limited (RMSCL), Jaipur
D- Block, Swasthya Bhawan, Tilak Marg, C-Scheme JAIPUR (Raj)**

FINANCIAL BID FOR QUOTED ITEM

S. N.	Name Item With full Specification	Brand	Approx Qty.	Packing Unit	Net Rate Per packing Unit (In Rs.)	Rate of RST (VAT) or Concessional CST against C-form, if applicable	Rate of Excise duty (It should be included In net Rate) (Col, 6)	Amount of excise duty workout accordingly Col.No . 8	Total rates (6+7)	Maintenance charges / Rates for Ist year (Rs.)	Maintenance charges/ Rates for IInd year (Rs.)	Maintenance charges / Rates for IIIrd year (Rs.)	Maintenance charges / Rates for IVrth year (Rs.)	Maintenance charges / Rates for Vth year (Rs.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1.														
2.							Do not quote rates here Please upload rates in BOQ							
3.														
4.														
5.														
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 rate (Column No. 10 of equipments, if CAM (Comprehensive Annual Maintenance) is applicable.

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
4. RATE SHOULD BE QUOTED ON SEPARATE SHEETS FOR EACH ITEM.
5. RATE SHOULD BE QUOTED ONLY FOR PACKING UNITS AS MENTIONED IN THE BID
6. NO QUANTITY OR CASH DISCOUNTS SHOULD BE OFFERED.
7. READ ALL THE TERMS & CONDITIONS BEFORE FILLING THE 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.

ANNEXURE –E

(On firm's letter head)

Declarations and Undertaking

(Terms & Conditions No. 6 (xiii))

(On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public and submitted with Cover- A)

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

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

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

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal

ANNEXURE-F

(On firm's letter head)

ANNUAL TURN OVER STATEMENT

[Ref. Clause No. 6(ix)]

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

Sl. NO.	Financial Years	Turnover in Lacs (Rs)
1.	2010-11	-
2.	2011-12	-
3.	2012-13	-
Total		- Rs. _____ Lacs

Average gross annual turnover - Rs. _____ Lacs

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

Date

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

ANNEXURE-G

(On firm's letter head)

STATEMENT OF PAST SUPPLIES AND PERFORMANCE

(SPECIAL TERMS & CONDITIONS NO. -11)

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

Financial Year	S. No	Order Placed by [full address of Purchaser with telephone & Fax no.]	Order No. and Date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipments been supplied & installed satisfactorily?
					As per contract	Actual		
2010-11								
2011-12								
2012-13								
Total (10%)								

Note:-

1. It should be notarized and submitted with technical bid.
2. At least 10% of the quantity specified in the NIB in last three financial years.
3. The different variant of same equipment may be considered.
4. The above information may be verified from relevant documents of bidder.
5. Performance for the year 2013-14 may also be considered if accounts are audited and certified by C.A.

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

Place :

Date :

(Name)
Signature of
Bidder with Seal

ANNEXURE –H

(On firm's letter head)

Statement of Plant & Machinery

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

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

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

(Name)
Signature of
Bidder with Seal

ANNEXURE -I

(On firm's letter head)

PRE- STAMP RECEIPT

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

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

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

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal

ANNEXURE -J

(On firm's letter head)

Format of Affidavit for EM-II

(T&C No. 6 (v), 11(iii))

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

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

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

Place.....

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

ANNEXURE-K

(On firm's letter head)

To,

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

Subject :- Regarding submission of Consolidated Contract Completion Report

NAME OF FIRM: _____

RATE CONTRACT NO & DATE _____

NAME OF ITEM _____

S. No .	Supply Order		Ordered Qty.			Stipula ted date of comple tion of supplie s	Actual Supply		Qty. Remained unsupplied		Date of Expiry of guarantee period	Pending Complaint of defective material	Remarks/ comments of Consignee or- Performance
	No & Dt.	Amoun t (Rs. in Lacs)	Consi gnee	Item	Qty. (in unit)		Actual date of receipt	Quantity (in unit)	Quantity (in unit)	Reaso ns			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

(SIGNATURE OF SEAL OF
FIRM)

NOTE:-

1. Column no. 1 to 14 are to be filled by firm and shall be submitted to E.D. (EPM).
2. The information filled in by firm shall be correct, complete. It may be got verified from Consignee/ User department at the time of refund of performance security of the bidder, wherever required.
3. Attach separate sheets, whenever necessary.

(Non – Judicial Stamp Paper of Rs.100/-)

Comprehensive Maintenance Contract (C.M.C)

This Comprehensive Maintenance Contract (CMC) is made on at Jaipur by and between:

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

AND

Managing Director, Rajasthan Medical Services Corporation Limited, Jaipur or his designated officer's (hereinafter referred to as the "Procuring Officer" (means user of equipments/consignee/in-charge officer of medical institution) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns):

WHEREAS:

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

Now therefore, in consideration of mutual promises and covenants and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the parties, the parties execute this contract follows:

1. **COMMENCEMENT :-** CMC will only be commence after the completion of guarantee period and a written request by concerned RMSC/Procuring officer or his authorized officer to the firm. The RMSC/concerned consignee shall ensure the availability of funds and shall also examine the CMC necessity for a particular equipment/instrument.
2. **DURATION, EXTENSION AND TERMINATION OF THIS AGREEMENT:**
 - (i) This C.M.A. is the supplementary part of Original Agreement (Rate Contract) No.----- of this equipment or instrument.
 - (ii) The validity period of this C.M.C. is for as specified in bid document (..... years) which starts from the next day of completion of Guarantee period of Rate Contract referred in clause first above. The C.M.A. Starts from----- day of ----- 2013 and shall end on the dated-----. However, CMC may be extended for further two years by mutual consent subject to the same terms & conditions.
 - (iii) The Security deposited shall be refunded as per clause 12 of original Agreement R/C No. ----- subject to that :-
 - (a) The 25% of total deposited S.D. amount shall be withheld against the security of this (CMC) 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 Consignee/Procuring Officer may terminate this contract during the term of this contract, at any time as he considers appropriate in the interest of corporation/department. No compensation shall be paid to said firm for termination.

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

- (a) Onsite & service centre labor for carrying out preventive maintenance and repairs.
- (b) All parts require replacement shall be supplied to the Consignee by the **(Name of Firm/Company)**under this agreement at no additional cost, during CMC period.
- (c) Safety and software updates for features that were originally purchased and forming part of the equipment during commencement of this contract.
- (d) Routine Cleaning, lubrication, replacement of o' rings gaskets etc. for all mechanical instruments.
- (e) Routine cleaning & calibration of electronic equipments.
- (f) Spare parts beyond clause no. 6 are included in the CMC 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
 - 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**

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

(ii) Exclusions of Service under this Contract:

- (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 contract.
- (c) This contract 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 CAC 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 contract:

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

4. CARE FOR THE EQUIPMENT:

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

5. PRICE

- (i) In consideration of **(Name of Firm/Company)**..... providing the Services (as set out in Clause 2 above), the M.D., RMSC/ E.D. (EPM), RMSC/Purchase officer/Consignee shall pay to **(Name of Firm/ Company)**..... Maintenance Contract charges

(hereinafter the “CMC Charges”) for the equipment set out in Annexure-M, annexed to this Agreement.

- (ii) The CMC Charges specified above is inclusive of all taxes, levies, impositions, cess etc. as may be applicable on the Services rendered by **(Name of Firm/Company)**..... to the Consignee. If any fresh taxes, levies impositions, cess is levied and changed by the appropriate governmental authority during the Term of this contract; the variation shall be borne by the Procuring Officer.
- (iii) All the defective parts/items shall become the property of **(Name of Firm/Company)**..... on replacement of parts and have to be returned to **(Name of Firm/ Company)**..... by the Procuring Officer/Consignee only if same are replaced without charges.
- (iv) No price escalation will be applicable.

6. LIST AND RATES CONSUMABLES:

The (Name & brand of equipment)..... has the following requirement of Reagents, Consumables & Spares without which this equipment cannot be made Operational/functional. All the reagents, chemicals, consumables and spares are covered under comprehensive maintenance contract except given below :-

(a) The list of reagents & chemicals:-

S. N.	Name of Reagents & Chemicals	Packaging Unit	Price Rs. Per Unit	Remark
1				
2				
3				
So on				

(b) The list of consumables:-

S. N.	Name of Consumable	Packaging Unit	Price Rs. Per Unit	Remark
1				
2				
3				
So on				

(c) The list of spares parts:-

S. N.	Name of Spares parts of equipment	Packaging Unit	Price Rs. Per Unit	Remark
1				
2				
3				
So on				

The prices of consumables may vary from time to time, therefore, above prices are not being fixed by RMSCL with this contract. A Committee of three members comprising of hospital In charge, specialist and the senior most accounts person of that institution will decide the reasonability of rates of reagents, consumables & spares by negotiation with the firm.

7. PAYMENT TERMS:

The RMSC/Procuring Officer/Consignee 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 CMC charges to firm.

8. LIQUIDATED DAMAGES:

- (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. ASSISTANCE FOR PROVIDING SERVICE:

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

10. LOCATION & LOCATION CHANGE:

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

11. INDEMNIFICATION:

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

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

12. DISPUTE RESOLUTION COMMITTEE:

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

13. JURISDICTION:

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

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on the day and year first hereinabove written:

SIGNED ON BEHALF OF THE

SIGNED ON BEHALF OF THE

SIGNED-----

SIGNED -----

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

NAME_____

NAME_____

(CAPITALS)

(CAPITALS)

DESIGNATION:_____

DESIGNATION: _____

RUBBER STAMP

RUBBER STAMP

Witness No. 1

Witness No. 1

Witness No. 2

Witness No. 2

**Rajasthan Medical Services Corporation Limited (RMSCL), Jaipur
D- Block, Swasthya Bhawan, Tilak Marg, C-Scheme JAIPUR (Raj)**

Maintenance Contract Charges/Rates

(Rates From Annexure -D/BOQ)

(Amount In Rs.)

S.No.	Years (After Completion of Guarantee Period)	Prices including taxes and other all kind of charges	
		In Figures	In Words
1	Ist Year	Note-Don't write rates here	Note-Don't write rates here
2	IInd Year		
3	IIIrd Year		
4	IVth Year		
5	Vth Year		

NOTE : NO RATES SHOULD BE QUOTED IN THIS ANNEXURE. Maintenance Charges should be filled in Annexure - D (BOQ) on portal <https://eproc.rajasthan.gov.in> only.

Signature with seal

Authorized Signatory of Firm

Signature with seal

Authorized Signatory of Corporation

ANNEXURE-N

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

DECLARATION

I/We M/s. represented by its Proprietor/managing Partner/Managing Director having its Registered Office at and its Factory Premises at do declare that I/we have carefully read all the conditions of bid no. Dated.....including all the amendments in Ref.for supply cum rate contract of **Item name** for Rajasthan Medical Services Corporation Ltd. for the year 2014-15 and accepts all conditions of bid including amendments, if any.

I/We agree that the M.D. RMSCL, Jaipur may forfeit bid security deposit and or performance security deposit and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, Annexure-B and other relevant documents.

Signature & Seal of bidder
Name & Address:

Note:- To be attested by the Notary

ANNEXURE-O

FORM NO. 1

(On firm's letter head)

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

[See rule 83 of RTPP and GCC No.-36 (V)]

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official Address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Ground of appeal:

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

7. Prayer:

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

Place

Date

Appellant's Signature

Declaration by the Bidder regarding Qualifications

In relation to my /our bid submitted to Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, C-Scheme, Jaipur-302005 for procurements of**name of item**in response to their Notice Inviting Bids No..... Dated.....I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act,2012 that:

1. I/We possess the necessary professional, technical ,financial and managerial resources and competence required by the bidding document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in bidding document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my /our business activities suspended and not the subjected of legal proceedings for any of the foregoing reasons;
4. I/We do not have ,and our directors and officers not have ,been convicted of any criminal offence related to my /our professional conduct or the making of false statement or misrepresentations as to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

(Shall be submitted on letter head of firm)

Declaration

Date: _____
NIB No.: _____

I/We a legally constituted firm/body _____ and represented
by _____ declare that I am/ we are 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:

ANNEXURE-R

(Shall be submitted on letter head of firm)

VERIFICATION

I.....S/o.....Aged
.....year residing at Proprietor/
Partner/Director of M/s..... verify and confirm that the
contents at annexure (A) to (Q) above of BID no. 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:



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



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

E-Mail – edepmrmisc-rj@nic.in

No. F-8() RMSC/EPM/M-3/13-14/NIT-40/

Dated:

LETTER OF ACCEPTANCE

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

Sub :- Acceptance of the bid rates for the Item

Ref :- Your bid no. dated

Item (s) as per schedule enclosed/ noted/is/are approved in your favor against the rate (s) quoted by you in the above mentioned bid. According to clause No. 18 of the terms & conditions of the bid it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs.5000/- and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved items and indicative quantity mentioned in the bid from works out to Rs. (Rs. Only)

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

- (i) Cash deposited in the name of Rajasthan Medical Services Corporation Bank Account No. 2246002100024414, Punjab National Bank, Branch Jawahar Nagar, Jaipur having IFS Code PUNB0224600. Original copy of Deposit slip shall be attached.
- (ii) Bank Drafts/Bankers cheque of the scheduled Bank.
- (iii) Bank guarantee (B.G.), if amount exceeds Rs. 10.00 Lacs.

All terms and conditions of the bid shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved item (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.

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

The Firm shall furnish consolidated statement of supplies made Annexure-K to ED(EPM)RMSC by the 10th of the next month as per terms of conditions.

Please note that self attested or Un-attested copies of documents will not be considered valid. All documents should be either in original or typed/photo copy duly attested by any Gazette officer or 1st class Magistrate or Notary Public. If photo copies are submitted than during the time of agreement the firm has to bring original documents for confirmation.

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

- 1.
- 2.

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

- Encl. 1. Agreement form
2. Schedule of Rates
3. CMC format

Managing Director
Rajasthan Medical Services Corporation
Jaipur

(Non – Judicial Stamp Paper of Rs.)

AGREEMENT

1. This deed of agreement is made on this day of2014 for the rate contract period 2014-15 ending of equipments item-----
-----between M/s -----
----- represented by
Shri Proprietor/Managing Director/Managing Partners having its registered office at
and its factory premises at..... (hereinafter called “the approved supplier”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the Rajasthan Medical Services Corporation Ltd.(RMSCL), represented by its Managing Director or Executive Director (EPM) having its office at D-Block Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as “The Procuring Entity” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
2. Whereas the supplier has agreed with the Procuring Entity, the equipments, instruments and other supplies with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the RMSC of the State of Rajasthan at its head office as well as at offices/consignees throughout Rajasthan, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **column No. ---** (Approved Rate-----) of the said attached schedule.
3. And where as the approved supplier has deposited with the Procuring Entity a sum of **Rs.----- (In words Rs.-----only)** as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying duly and faithfully to perform it. Now these present witness that for carrying out the said Agreement in this behalf into execution the Supplier and the Purchase do hereby mutually covenant, declare, contract and agree of them with the other of them in the manner following, that is to say,
 - (i) The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of Equipments, Instruments and other supplies for Rajasthan Medical Services Corporation Ltd for the year 2012-13, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (ii) (a) The Agreement if for the supply by the Supplier to the Procuring Entity of Equipments, Instruments and other supplies specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.

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

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

4. Now these Presents witness:

- (i) In Consideration of the payment to be made by the RMSC or consignee offices at the rates set forth in the schedule hereto a appended the approved supplier will duly supply the said articles set forth in Schedule of Rates and supply order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (ii) The conditions of the bid and contract for open bid enclosed to the bid notice No..... Dated :..... & corrigendum no..... Dated : and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (iii) Letters received from Bidder and letters issued by RMSC in the regard of this bid and also as appended to this agreement shall also form part of this agreement.
- (iii) (a) RMSC do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, RMSC will through Demand Draft/RTGS Transfer or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- (a) The mode of payment will be as specified in terms & conditions of the bid i.e. through RTGS/ banker's cheque/Demand Draft etc.

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

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

- 6.** (i) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful Bidder shall arrange supplies Within the period on receipt of order from the procuring entity.
- (ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply :-
 - (a) Delay up to one fourth period of the prescribed delivery period - 2.5 %
 - (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5%
 - (c) Delay exceeding half but not exceeding three fourth

of the prescribed delivery period - 7.5%
 (d) Delay exceeding three fourth of the prescribed delivery period.- 10%

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damages shall be 10%.

- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (iv) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.

7. Termination Of Contract On Breach Of Condition

- (i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.

(b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

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

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

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

- (iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of “custom” or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.
- (v) Bankruptcy of the supplier:- In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.
- (vi) Serving of notice on supplier:- All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

8. Dispute settlement:-

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

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

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

9. If the rates of the approved items are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify RMSCL and reduce the rates in the same proportion.
10. The Firm shall furnish consolidated statement of supplies made, in **Annexure-K** to ED(EPM),RMSC by the 10th of next month as per terms & conditions of the bid.
11. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under. All terms and conditions of the bid shall be an integral part of the contract.
12. JURISDICTION:
All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jaipur.

In witness whereof the parties here to have set their hands on the day
of 2014.

Signature of the approved

Supplier with Seal

Executive Director (EPM)

for and on behalf of

Rajasthan Medical Services Corporation,
Jaipur

Witness 1

Witness 1

Witness 2

Witness 2



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



E-Mail – edepmrmsc-rj@nic.in

M/s

.....

.....

Name & Detail of item-.....

S. No	Cat. No.	Name of approved item(s) with full specification	Brand/ Make	Packing Unit	Approved Rate Per Unit (Rs.)
1	2	3	4	5	6

ED(EPM)
Rajasthan Medical Services Corporation
Jaipur

Signature of Approved Supplier
with Seal

(On bank's letter head)
FORM OF BANK GUARANTEE

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

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

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

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

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

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

Datedday of..... For and on behalf of the Bank (indicate the Bank)

Signature & Designation

E-mail address

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

Signature

ED(EPM)

For & on behalf of M.D. RMSCL