RAJASTHAN MEDICAL SERVICES CORPORATION

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

BID FORM

।।सर्वे सन्तु निरामयाः।।

NIB NO. 23 DATED- 13.03.2013

FOR THE RATE CONTRACT CUM SUPPLY OF CHEMICALS, REAGENTS & CONSUMABLES R.C. PERIOD 2013-2014

ANNEXURE-B

Rajasthan Medical Services Corporation Limited, Jaipur

TERMS & CONDITIONS OF BID AND RATE CONTRACT

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

A. General terms & conditions:-

1. E-Tender shall be submitted up to **1.00 PM on dated 18.04.2013 as** per schedule (col. no. 4) to the E.D. (EPM), Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the Rate contract Supply of Equipments & Instruments for the rate contract period 2013-14.
2. **The average annual turnover of Manufacturer/Direct Importers shall be as per Table-I for last three financial year, are eligible to participate in the bid.** Supplies shall also be effected directly by the manufacturer and not through Distributors/Agents/ Suppliers. Bidder should have permission to manufacture the item quoted as per specification given in the tender form the competent authority.
3. Bids shall be submitted to M.D., Rajasthan Medical Services Corporation, Rajasthan, Jaipur through **https://eproc.rajasthan.gov.in** of Govt. of Rajasthan
4. The Bidder should submit along with the bids the following certificates for the items Bids
   (i) Earnest Money, tender fee and processing fee shall be deposited through three separate prescribed challans (format enclosed in annexure-1) in any branch of the **Punjab National Bank, Account no. 2246002100024414 throughout the country**. The bidders shall submit scanned copy of the challans in Technical Bid (Cover-A).

   OR

   The Tender form fee Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) downloaded from the website shall be submitted in the form of D.D./Banker cheque in 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 Tender fee, processing fee and EMD shall be deposited physically at the office of M.D., RMSCL, Jaipur before the last date and time of bid submission.

   (ii) (a) Duly attested photocopy of Acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the tender. The license should be renewed up to date.

   (b) For the Production Capacity and the quality control measures properly installed at the production unit- a certificate from NSIC (For Micro and small Scale Industrial units only) /MSME (Micro, Small, Medium Enterprises) is essential at the time of bid/agreement.

Signature of Bidder with seal

(iii) Firm shall submit copy of the Registration with Central Excise Department, if applicable, as per provisions of Central excise Act. The Industries situated in excise free zones will be exempted from the registration provided they produce the copy of appropriate notification.

(iv) In case of imported Equipments and Instruments Self attested photocopy of import license & license for sales issued by concerning licensing authority(Authorization by Foreign Principal), if applicable.

The bidder Should furnish attested photocopy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the bid. The license must have been duly renewed/valid up to date and the items quoted shall be clearly highlighted in the license.

(v) Duly attested copy of Acknowledgement of EM-II issued by District Industry Centre with an Affidavit as per Annex –J, under preference to Industries of Rajasthan, Rules in respect of stores for which they are registered.

(vi) Duly attested photocopy of BIS license renewed up to date with respective schedule for ISI Marked quoted items, if applicable.

(vii) Duly attested photocopy of ISO Certificate, if applicable.

(viii) Dully attested photocopy of BIS/CE/USFDA/Govt. of India Lab Certificate or Govt. of India Approved Lab Certificate for quoted items as mentioned in bid Catalogue.

(ix) Average Annual Turnover statement for past three financial years verified by the C.A. and notary public attested.

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

(xi) Duly attested copy of latest Sales Tax clearance certificate (up to 31.03.2012) from the Commercial Tax Officer of the circle concerned from where supplies will be affected, shall be submitted.

(xii) Declaration regarding point of supply with full address in Annexure- A.

(xiii) Undertaking/Declaration- regarding installed manufacturing capacity, quoted item model is of latest technology & have not been outdated, rates are reasonable & not sold on lower rates to anyone than charge from this institution, non black listing & non-banning, non-debarring & availability of spare parts and consumable for the quoted equipment for at least 10 years from the date of installation must be submitted jointly on Non Judicially stamp paper of Rs. 200/- in Prescribed format at **Annexure-E** (Notarized) of each quoted item in the Tender.

Bid should not be submitted for the quoted article/articles for which the Firm/Company 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 firm/company for its allied/ sister firms and units.

Signature of Bidder with seal

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

(xiv) The declaration regarding non-conviction in Annexure-

(xv) The firm/bidders should submit the list of plant and machinery, staff, factory area, etc. on non-judicial stamp paper of Rs. 50/- (Notarized) in enclosed Performa **(Annexure-H).**

NOTE: -

(A) All above mentioned documents duly notarized/attested by Notary public must be submitted. Un-attested/ Un-notarized copies of such document will not be considered valid.

(B) All attested document must be submitted in Hindi or English language. If the documents are not in Hindi or English, they should be translated in Hindi or English & attested by authorized translator. Translated copy along with copy of original document must be submitted.

(C) Other than Sales tax clearance certificate, all above mention documents should be under the name & address of premises where the quoted items are actually manufactured.

(D) The point of supply within the state of Rajasthan or out of Rajasthan should be specified under condition no. 4 (xi)(b).

(E) tender will be liable for outright rejection if:-

(i) Any rates are disclosed in cover a.

(ii) Any discounts/ special offers are made in cover (A).

(F) The Bidder may submit Profit & Loss account & Balance Sheet and annual turnover statement of the previous financial years.

(G) If the following item/certificate not submitted, the bid will not be considered responsive:-

(i) Bid form Fees, processing fee and Bid Security.

(ii) Manufacturing License/Acknowledgment of Manufacturing License/EM-II from industry department/DIC/NSIC/ Competent Authority.

(iii) Import License along with authorization from foreign principals for Direct Importers

(iv) Turnover Certificate from CA.

(v) BIS Certificate/License in case of ISI marked items, if applicable.

(vi) Either duly signed scanned copy of **Annexure-B** in acceptance of terms & conditions or **Annexure-N.**

5. Financial Bid duly filled as per **Annexure-"D"** giving the rates for Quoted items should be submitted through portal **https:// eproc.rajasthan.gov.in only (Format (BOQ) It should not be disclosed in Technical bid.**

Signature of Bidder with seal

NOTE :-

(A) If any item in catalogue has different sizes, lengths, strength & sub group etc., Rates of each size, length, strength and sub-group must be filled in separate format **(Annexure "D"/ BOQ)** .

(B) **VAT or CST** should **be** mentioned clearly & separately.

(C) If the **VAT or CST** is exempted it should be specified in **Annexure 'D'.**

(D) The bidder who has quoted excise "NIL" in PRICE Schedule and item becomes excisable afterwards at the time of award of contract or later on, firm will be eligible for payment only on production of invoices drawn as per Central Excise Rules.

(E) RMSC will issue C-form. "Therefore, concessional CST is applicable. The concessional rate of CST should be shown separately. VAT is exempted on RMSC medical equipment purchases.

6. **The required Documents (Bid form Fee, Bid Security & RISL Processing Fee) shall be submitted** through prescribed challan (format enclosed in Annexure-1) in any branch of the Punjab National Bank, throughout country. The bidders shall submit scanned copy of the challan in Technical Bid (Cover-A). All received tenders will be opened in the presence of Bidder who chooses to be present. Financial bid will be opened only for those Bidders who satisfy the standard criteria laid down by the corporation on the details furnished by the Bidder in Technical bid, in compliance of Bid terms & conditions.

7. (i) In event of Bid being submitted by proprietary firm tender must be signed by sole proprietor. In event of a partnership firm tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the bid must be signed by authorized signatory as the manner laid in the Articles of association.

(ii) Any change in the Constitution of the Firm/ Company shall be notified forthwith by the contractor in writing to the M.D., RMSC Ltd., Jaipur and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner / partners shall be accepted in the Firm by the contractor in respect of the contract unless he/ they agree to abide by all its terms and conditions and submit with the M.D., Rajasthan Medical Services Corporation Ltd., D-Block, Swasthya Bhawan, C-scheme, Jaipur a written agreement to this effect. The contractors receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

8 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 Bidder and then scanned copy be uploaded on e-portal except BOQ (Annexure-D).

9. **BID SECURITY:**

(i) Bid shall be accompanied with an earnest money of **Rs. 2,00,000/-(In words Rs. Two Lac Only) for Whole Tender Catalogue.** The bid security shall be paid through 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 the challan in Technical Bid (Cover-A). Earnest Money may also be physically submitted Deposited in the form of DD/Banker cheque before the last date & time of Bid submission. The Bids submitted without sufficient bid security will be summarily rejected.

(ii) Refund of bid security: - The bid security of unsuccessful Bidder shall be refunded soon after finalization of the tender. Bidder has to produce a Pre stamp receipt as per **Annexure-I** with the bid Document.

Signature of Bidder with seal

(iii) Partial exemption from bid security:- Firms which are registered as micro and SSI Unit of Rajasthan with Commissioner of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit worth Rs. 10 as per annexure-J at the rate of **Rs. 50,000/- (Rs. Fifty Thousand only) (For Whole Tender Catalogue).**

(iv) The central Government and Government of Rajasthan Undertakings need not furnish any amount of bid security. However, bid securing declaration shall be submitted.

(v) The bid security deposit lying with the Corporation in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money for the fresh tenders. The bid security may, however, be taken into consideration in case tenders are re-invited for the same item.

10. FORFEITURE OF BID SECURITY: -

The bid security will be forfeited in the following cases:

(i) When Bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.

(ii) When Bidder does no execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Bidder.

(iii) When the Bidder does not deposit the security money after the supply order is given.

(iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

(v) When he fails to submit samples of quoted item on demand or extended time by competent authority on the request of the Bidder.

(vi) When Bidder violates the any terms & conditions of the tender document.

11. PREFERENTIAL TREATMENT:-

(i) Indigenous products offered for supply by the manufacturer will get preferential treatment in the matter of approval subject to quality standards.

(ii) ISI marked items will be preferred, if applicable.

(iii) It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.

12. GUARANTEE CLAUSE:-

(i) The Bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified as per technical specification from the date of delivery/installation of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles if during the guarantee period as per technical specification, the said goods/stores/articles be discovered not to confirm to the description and quality as afore said/ or have determined and the decision of the purchase officer in that behalf will be final and conclusive the purchaser will be entitle to reject the said goods/stores/articles or such portion thereof as may be discovered not to Conform to the said description and quality, on such rejection

Signature of Bidder with seal

the goods/stores/ articles will be at the sellers risk and all the provisions relating to rejection of goods, etc., Shall apply. The Bidder shall, if so called upon to do so replace the goods, etc. or such portion thereof as is rejected by the Purchase Officer, otherwise, the Bidder shall pay such damage as may arise by reason of such breach of the condition here in contained. Nothing here in contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

(ii) In case of machinery and equipment also guarantee will be given as mentioned in above the Bidder shall during the guarantee period replace parts if any and remove the manufacturing defect if found during the above period so as to make the machinery and equipment operative. The Bidder shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect etc.

(iii) In case of machinery and equipment specified by the Purchase Officer the Bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The Bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and the equipments whether under their annual maintenance and repairs contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to Purchase spare parts from them to maintain the machinery and equipment in perfect condition.

(iv) Deleted.

13. MARKING

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

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

14. RATES AND COMPARISON OF RATES:

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

(i) (a) Comparison of Rates: - In comparing the rates tendered by firm outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan VAT or CST shall be excluded whereas that of Central Sales Tax shall be included. The Concessional CST against 'C' form shall be applicable.

(b) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan VAT or CST shall be excluded.

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

(ii) Delivery should be given as Directed by M.D., Rajasthan Medical Services Corporation Ltd., Jaipur. Situated at different place in Rajasthan and rate must be quoted accordingly, the department will pay no cartage or transportation charges.

Signature of Bidder with seal

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

(iv) Only *VAT **or** CST* and surcharge if applicable will be paid over net rate.

(v) Excise duty or surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately in col. 8 of the Financial Bid **(Annexure- D).** In the event of any subsequent variation (increase or decrease) in excise duty and *VAT **or** CST* by the government (State or central) the same will be modified accordingly.

(vi) Other statutory increase or decrease shall be agreed upon mutually between Corporation and contractor and revised rate shall be applicable to order received by the contractor on or subsequent to the date of such increase/decrease in government duty.

(vii) The rates should be confined as far as possible to the packing units mentioned in the catalogue and different rate for different packing should be avoided. In no case the rate should be split up showing the cost of any on the component parts of the specified item. If split price are found, the item may be treated as rejected. If the prices of item found same from two for more bidders then the equivalent bidders shall be asked to submit their financial bid again with reduced prices within given time by RMSC.

(viii) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialled with dates. Element of the Rajasthan *VAT **or** CST* or Central Sales Tax should be mentioned separately.

(xi) The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.

(x) (A) No paper should be detached from the tender form.
(B) The Bidder shall sign with seal on every page of the 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 catalogue, 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, shall render the tender to the rejection without notice.

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

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

Signature of Bidder with seal

15. APPLICABILITY OF TAXES:

Only one kind of the sales tax will be payable whether Rajasthan ***VAT or CST*** or Central Sales Tax depending on the relative station of supply as the case may be. The Concessional CST is applicable and VAT is exempted on medical equipment purchases by RMSC

16. SUBMISSION AND RETURN OF SAMPLES & DEMONSTRATIONS:

(i) Samples must be sent of all the quoted items free of cost on demand by RMSC even though the specifications or descriptions etc. are mentioned in the bid form. No sample will be accepted after prescribed period. In the event of non submission of samples within the prescribed period on demand, the tender shall not be considered and Earnest Money shall be forfeited. However, RMSC may grant extension of time for submission of samples on the request of Bidder.

(ii) Samples of equipments & instrument of the unsuccessful Bidder may be collected back from the E.D. (EPM), RMSC, Jaipur within the period intimated by him. The corporation will not be responsible for any damage, wear and tear of loss during the course of testing examination etc. The corporation for a period of one month would retain sample of approved items after the expiry of contract. The corporation shall not be responsible for any damage, wear & tear or loss in stipulated period. The corporation will not make any arrangement for return of samples even if the Bidder agrees to pay the cost of transportation. The uncollected samples shall stand forfeited to the corporation after the period allowed for collection and no claim for cost etc. shall be entertained.

(iii) The tender may be asked to demonstrate the technique, procedure and utility of equipment as per specification of tender document before the technical committee of corporation at store of corporation.

(iv) Samples should be strictly according to the item quoted in the tender form failing which these will not be considered. Such sample must be delivered free of charge to the E.D. (EPM), RMSC, Jaipur, or any authorized/designated officer by M.D. RMSCL to be conveyed while placing order. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below:-

(A) Name and full address of the firm.
(B) Catalogue No. and name of item.
(C) Name of section.
(D) Name of manufacturer
(E) Brand

(v) No change in marking on samples will be allowed after the submission of the sample. Samples should be submitted along with separate challan in triplicate. Samples without challan will not be accepted.

17. SECURITY DEPOSIT & AGREEMENT:

(i) All firms whose offers are accepted will have to deposit a security of minimum Rs. 5.00 lacs for each item in favor of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement. The SD shall be deposited in the form of DD/Banker cheque/ BG. However the minimum amount of BG shall be 10.00 lacs with a validity period of 30 months. The security amount shall in no case be less than the earnest money.

Signature of Bidder with seal

(ii) The firm may submit Bank Guarantee issued by any scheduled bank. The minimum validity of bank guarantee should be thirty months or up to 6 months after completion of guarantee period of item.

(iii) The S.D. shall be 5% of the total value of stores ordered for supply. If the total value of stores supplied by the firm to various consignees as directed by M.D. RMSC Ltd., Jaipur is exceeded 100.00 lacs, the firm shall deposit an additional 5% security of value of supply orders exceeding amount to 100.00 lacs to M.D., Rajasthan Medical Services Corporation Ltd., Jaipur. Before ensuring the security deposit, the Purchase Officer will not release payment until the additional S.D. amount deposited by the suppliers. Additional S.D. shall be estimated/calculated based on the information submitted by firms in statement no. "I" and "II". Supply orders shall only be placed after appropriate deposition or adjustment of S.D. by RMSC.

(iv) The earnest money (bid security) of successful Bidder will be adjusted toward security deposit. The bidders shall submit scanned copy of the challan/DD/Banker cheque in Technical Bid (Cover-A).

(v) The security will be refunded after six months from the date of expiry of the contract on satisfactory completion of contract and after satisfying that there are no dues outstanding against the Bidder subject to CMA provisions.

(vi) Firms which are registered as micro and SSI units with the Department of Industries, Rajasthan shall furnish the amount of security deposit @1% of total value of approximate quantity as per tender catalogue on furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit as per annexure-I. Provision of 17 (ii) also applies.

(vii) It is to be noted that earlier years earnest money/security deposit, even if lying in this department, shall not be considered towards this contract and therefore fresh security deposit should be furnished.

(viii) The supply orders shall only be placed after deposition of appropriate amount of S.D. and its adjustment orders by the Corporation.

(ix) The department will pay no interest on security deposit/Earnest money deposit.

(x) Successful Bidders will have to execute an agreement on a Non Judicial Stamp Paper Rs. (As mention in Offer letter) in the prescribed form with the M.D./ E.D.(EPM), Rajasthan Medical Services Corporation Limited, Jaipur and deposit security for the performance of the contract within **15 days** from the date on which the acceptance of the tender, under Registered post, is communicated to him. However, M.D. RMSC Ltd., Jaipur may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement. The validity of rate contract under this agreement shall be for a period of one year from the day of issuance of offer letter (acceptance of rate offer).

(xi) The Bidder shall furnish the following documents at the time of execution of agreement:-

(i) Attested copy of Partnership Deed in case of Partnership Firms.

(ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.

Signature of Bidder with seal

(xii) Address of residence and office, telephone numbers in case of Sole Proprietorship.
(iv) Registration issued by Registrar of Companies in case of Company.
(v) Comprehensive maintenance agreement, if applicable.

(xiii) The M.D., RMSC Ltd., Rajasthan, Jaipur can extend the original rate contract, subject to original Terms and Conditions for a period deemed fit by him, but not exceeding six months, for which the Bidder will have to abide. However the extension beyond six months can be granted on mutual consent but not beyond one year. The maximum whole period limited to two years for a Rate contract. The maximum period for a rate contract limited to two years.

(xiv) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable to forfeiture in full or part by M.D. RMSC Ltd., Jaipur and decision of M.D. RMSC Ltd., Jaipur shall be final.

(xv) Central and Rajasthan State Government Undertakings need not to furnish amount of Security Deposit.

(xvi) The 25% of total deposited S.D. amount shall be withheld against the security of supplementary (CMA) agreement. If there is any default in comprehensive maintenance service the department may forfeit the compensation amount described under different clauses or any other recovery from this security deposit.

(xvii) The rate contract cum supply can be repudiated at any time by the M.D., RMSC Ltd., Rajasthan, Jaipur if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, M.D., RMSC may terminate agreement of rate contract at any time without notice/intimation to Bidder/ firm/company in public interest.

18. SUPPLY ORDERS:

(i) All the supply orders will be placed to the approved supplier only (not Agents/ Suppliers/Distributors etc.) by M.D., RMSCL/ E.D.(EPM) RMSCL/ Any heads of medical institutions (PMO, MS, PMO, CM&HO, etc. Authorized by RMSCL) through registered post/e-mail/any communication media and the date of dispatch or any communication media date will be treated as the date of order for calculating the period of execution of goods deliveries. The supplying firms will execute all orders within 60 Days.

(ii) In case of imported items 15 days will be given in addition to above mention period at condition No. 18 (i) above.

(iii) The consignee for supplies shall be the M.D. RMSC and his designated officer in-charge of the any medical institution in the state of Rajasthan. The M.D. NRHM, Director (PH), (RCH)/ HA/ IEC/ Aids/ ESI/ Principal of Medical Colleges & superintendent of their attached hospitals/CM&HO/PMO's/DPC of DDW etc.

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

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

(vi) The quantity indicated in the catalogues are mere estimates and are intended to give an idea to the prospective Bidder to enable them to decide whether they will undertake to supply the article to this Corporation on most competitive rates. The figures indicated in the catalogue do not constitute any commitment on the part of corporation to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is further made clear that the Corporation does not bind itself to purchase all or any quantity mentioned in the catalogue and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non supply on the quantity indented.

Signature of Bidder with seal

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

19. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

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

(b) Submission Of Contract Completion Report: -

(i) The consignee should submit the consolidated contract completion report in the prescribed statement no. II **(Annexure-K-II)** against each order to the ED (EPM), RMSC within 30 days of supply/ receipt of material.

(ii) The consignee shall maintain a register for item supplied to him and will monitor receipt of material, complaints (if any) of defective material, quantity received quality/performance and submission of completion report to ED EPM, RMSCL within one months of receipt of material.

(iii) It shall be the responsibility of the consignee to get registered the complaint of defective material or defective performance immediately in the office of ED (EPM), RMSCL/MD, RMSCL for taking action against the contractor/supplier. Intimation to the contractor/supplier shall also be sent by the consignee immediately just after noticing such defects in material/performance in such a manner, so as to reach in the office of the firm immediately and before completion of guarantee period. Any delay in taking action shall be viewed seriously by the corporation.

20. TERMS OF PAYMENT:-

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

Signature of Bidder with seal

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

21. LIQUIDATED DAMAGES:

(i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.

(ii) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply :-

(a) Delay up to one- fourth period of the prescribed Delivery Period - 2.5%
(b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5%
(c) Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period - 7.5%
(d) Delay exceeding three- fourth of the prescribed period -10%

(iii) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.

(iv) The maximum amount of agreed liquidated damage shall be 10%.

(v) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D. RMSC Ltd., Jaipur, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only released by purchase officer after sanction of extension in delivery period by M.D., RMSC.

(vi) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.

Signature of Bidder with seal

(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 and risk only with the prior approved from M.D., RMSC Ltd., Jaipur. The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder.

The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders with in fifteen days from the date of dispatch of order, failing which the purchasing officers will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period. After taking required approval from M.D., RMSC Ltd., Jaipur

22. MEDICAL COLLEGES AND THEIR ATTACHED HOSPITALS:-

(i) The following medical colleges and their attached hospitals may place purchase orders only after specific authorization by the RMSCL :-

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 concerned Principals and Superintendents are required to obtain additional S.D. or obtain SD adjustment order for their demands and authorization from M.D, RMSC Jaipur, for placement of supply orders, as per their requirement.

23. RECOVERIES:-

(i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinary be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.

(ii) Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the corporation can also be recovered from any sum accrued against this tender after accounting for untied sum or due payment sum lying with corporation against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with corporation but decision of M.D., RMSC Ltd., Jaipur regarding authenticity of sum payable shall be final.

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24. INSPECTION:-

(i) The material will be supplied according to specification provided at Annexure 'C' and shall be inspected by the agency/committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any Inspecting agency at the works of the Manufacturer or at site of installation. The supplier shall provide all facilities for inspection/testing free of cost.

(ii) Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the purchase officer or his duly authorized Expert/Doctor, not below the rank of Medical officer/ Accountant, shall inspect the material as soon as it is received in the stores to ensure that the material is in accordance with the specifications laid down in rate contract on the basis of physical inspection such as followings including test reports submitted by concerned supplier/inspection agency.

(iii) In case of doubts in any specific test, same may be got conducted in any laboratory as per guide lines issued by rate contract concluding authority. If the material is found below specification or defective, he will not accept the material and shall notify the defects to the firm and inspecting agency within 15 days. He shall also simultaneously ask the firm for removal of defect/replacement or refund of its cost as the case may be. The firm shall be bound to replace the defective material after inspection or remove defects in the goods within one month of receipt of intimation from the consignees. However the date of delivery, in case of defective material, where payment has not been made shall be taken as the date on which the corporation accepts the material after replacement of defective material/removal of defects as the case may be. Wherever defective material is to be replaced it shall be Inspected by Committee/ Inspection Agency. Charges of such re-inspection shall be borne by as per agreement with inspection agency/supplier.

(iv) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval.

(v) The firm shall ensure that only the material inspected by the Inspection Agency is dispatched to the consignee. In case any un-inspected material has been found in the material received by consignee, the firm shall be solely responsible for it and the department shall be free to take suitable necessary action as per terms and conditions of tender documents/agreement against the firm for such irregularity.

25. PACKING & INSURANCE:

(i) The good will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the department shall not be required to pay any such charges, if incurred.

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(ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Purchase Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.

(ii) 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.

(iii) PACKING SPECIFICATIONS:

I. 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 over lap 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).
10. **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.
11. **Other:** No box should contain mixed products or mixed batches of the same product.

II. Specifications For Chemicals

Not more than 25 kg may be packed in a single bag/carton.

26. REJECTION:

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

(ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of M.D., RMSC Ltd., Jaipur as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.

(iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., RMSC Ltd., Rajasthan Jaipur shall be final.

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(iv) The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.

(v) No payment shall be made for defective materials. However, if payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited Security money as per condition no. 20) Joint inspection of defective material may be carried out as required by the corporation. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.

(vi) In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, if then firm has deposited required security deposit as per contract.

(vii) The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.

27. CORRECTION OF ARITHMETIC ERRORS:

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

(i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.

(iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

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

28. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

(i) 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.

Signature of Bidder with seal

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

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

30. PARALLEL RATE CONTRACT:

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

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

(ii.) Orders will be placed with lowest-1 (L-1) firm. However in case of any exigency at the discretion of the Tender Inviting Authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with corporation on same terms & conditions.

(iii.) After the conclusion of Price Bid opening (cover-B) the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item for which the tender has been invited.

(iv.) The tender who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the tendered quantity of such item as specified in the tender documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders.

(v.) RMSC will inform the L-1 rate to the Bidders who had qualified for Price Bid (Cover-B) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the Bidders who agree to match L-1 rate, will be considered as Matched L-1.

(vi.) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc.) of price (L-1 rate).

(vii.) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the tender documents and the delay would occur in executing the order, shall inform the RMSC immediately without loss of time and the purchase orders shall be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.

(viii.) If the L-1 supplier has failed to supply/ intimated RMSC about his inability/ delay in supply as per the purchase order, the required items within the stipulated time or as the case may be, RMSC may also place purchase orders with the Matched L-1 Bidders for purchase of the items provided such matched L-1 Bidders shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount . Such Bidder is eligible for the placement of purchase orders for the item quoted by them.

Signature of Bidder with seal

(ix) Subject to para (vii) above, while RMSC has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be place with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.

(x) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the tender and all provisions of the tender document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L-1 supplier.

(x.) If the supplier fails to supply the item for the purchase orders, at any point of time, either fully or partly, within the stipulated time, RMSC is at liberty to place purchase orders with other Bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by then and in such cases the supplier is liable to indemnify RMSC, WITH OUT ANY PROTEST OR DEMUR, for the difference in cost incurred by RMSC and the RMSC is entitled to recover the difference in cost from the amount due/payable to the supplier.

(xi.) The supplier shall supply the entire ordered quantity before the end of 45 days including installation from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day.

(xii.) In case of imported items 15 days will be given in addition to above mention period.

31. VALIDITY OF TENDER:

Tenders shall be valid for a period of 90 days from the date of opening of financial bid and may be extended for further 90 days with mutual consent of firms.

32. PRICE ESCALATION:

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

33. SUBLETTING OF CONTRACT:

Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the M.D., Rajasthan Medical Services Corporation, Jaipur shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.

34. FALL CLAUSE:-

The prices charged for the Store supplies under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder sells the stores of identical description to any other persons during the period of the contract. If any time, during the period of the contract, the Bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the M.D., RMSCL, Jaipur and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

Signature of Bidder with seal

35. COMPREHENSIVE MAINTENANCE AGREEMENT (CMA):-

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

36. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

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

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

(i) Filling an appeal

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

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

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

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

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

(iv) Appeal not to lie in certain cases

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

(a) Determination of need of procurement;

(b) Provision limiting participation of Bidders in the Bid process;

(c) The decision of whether or not to enter into negotiations;

(d) Cancellation of a procurement process;

(e) Applicability of the provisions of confidentiality.

Signature of Bidder with seal

(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 authorised representative.

(vi) Fee for filling appeal

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

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(vii) Procedure for disposal of appeal

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

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

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

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

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

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

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

Any person participating in a procurement process shall-

a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

c) Not indulge in any collusion, Bid rigging or any-competitive 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.

Signature of Bidder with seal

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 inter4ests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

a. Have controlling partners/shareholders in common; or
b. Receive or have received any direct or indirect subsidy from any of them; or
c. Have the same legal representative for purposes of the Bid; or
d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or
g. Bidder or any of its affiliates has been hired (or is proposed to be hired0 by the Procuring Entity as engineer-in0chage/ consultant for the contract.

38. (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.

39. All correspondence in this connection should be addressed to the M.D, RMSCL/ E.D. (EPM), RMSCL, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan. Technical questions should be referred to the M.D., RMSCL, Jaipur direct by correspondence or by personal contact.

40. (i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their tenders.

(ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if :-

(a) fails to execute a contract or fails to execute it satisfactorily ;
(b) no longer has the technical staff or equipment considered necessary ;
(c) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ;
(d) the firm is suspected to be doubtful loyalty to state .
(e) the State Bureau of Investigation or any other investigating agency recommends such a course in respect of a case under investigation .
(f) M.D., RMSCL, Rajasthan, Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.

Signature of Bidder with seal

41. No Action on the letter head of the Bidder /firm regarding any complaints against the Corporation will be taken unless the letter head bears the signature of the Bidder or the Authority higher than the bid signatory of the firm.

42. (i) Any certificate/documents/information submitted by the Bidder found to be false/ forged/fabricated etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period.

(ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.

43. The Corporation reserves the right to accept any tender not necessarily the lowest. Corporation may reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/supplier.

44. The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in this catalogue is also reserved by the M.D., RMSC Ltd., Rajasthan, Jaipur.

45. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.

46. The Bidder must sign all the pages of tender document at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto. The Signing of **Annexure-N** Shall be treated as acceptance all the terms and conditions of the Tender Document.

47. The Purchase Committee of RMSC may relax or change/ modification in terms and conditions in the exigency excluding fundamental changes. In case of such urgency the Terms & Conditions shall be got approved from Purchase committee/Board of Directors of RMSC.

48. **JURISDICTION:-** All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in Jaipur only.

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

Managing Director
Rajasthan Medical Services Corporation Limited
Rajasthan, Jaipur.

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

Signature of Bidder with seal

B. Special Terms and conditions:-

1 Technical details, Tender form duly signed in all respect, Earnest Money and all other required Documents should be submitted in Cover "A" and Financial details (BOQ), should be submitted in Cover "B" otherwise tender will not be considered.

2 Pre-requisite if any for installation, including UPS, Computer, Printer, and other items should be provided by the firm in technical bid and financial bid respectively.

3 Comprehensive Guarantee period with spare parts for as mentioned in technical specification (from the date of installation/demonstration). Acceptance of Comprehensive annual maintenance Agreement as mentioned in technical specification after Expiry of Comprehensive Guarantee period should be submitted with the cover" A" and Rates in cover "B" respectively.

4 Conditional tenders will not be considered.

5 List of consumable items is to be provided in technical bid which is not covered under the guarantee period otherwise all the consumable will be treated as spare parts covered under the guarantee.

6 Transhipment will be permitted and partial shipment not allowed.

7 Payment will be released after installation, demonstration of machine& training satisfactorily.

8 The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR) only.

9 All certificates should be valid on the date of submission of tender & issuing of supply order.

10 The bidder should have well equipped local service centre in India preferably in Rajasthan.

11 The bidder shall be a Manufacturer/Direct Importer who must have manufactured/ Imported and supplied and installed satisfactorily quoted item in India to the extent of at least 25% in last three financial years (2009-2012) of the quantity specified in the NIB. The list of such installation of the quoted equipments may be asked from the bidder in verification of Annexure-**G** information and he should submitted self attested copy of purchase order, Indent and invoice (Inclusive of Quantity & Rate). **However, the condition of past performance for the quoted item is not applicable for the ISI Marked Items.**

12 **In case of imported item :**The bidder will have to produce third party inspection report from NABL approved lab or ERTL or DGS&D or Govt. of India lab or Govt. of India approved lab pertaining to specification and performance of each supplied machine with the consignment. All expenses regarding third party inspection will be borne by the bidder.

13. The name & make of articles which are offered should be mentioned against each item of the catalogue. Mere indication of English/USA/Indian will not serve the purpose.

1. In the case of supply of imported item the suppliers shall furnish a certificate along with the bill to effect that the firm has completed all the formalities in connection with the import.

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

Signature of Bidder with seal

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

Ph. No. 0141-2223887, Fax No. 0141-2228065 **E-Mail –** rmsc@nic.in
edepmrmsc-rj@nic.in

No. F-8(M1/)RMSC/EPM/R.C. 13-14/NIT No.-23/2013/ 42 **Dated:** 15/4/13

Corrigendum
(NIB No. 23)

Subject: - Extension of Last Date for Sale of Bid Form, Last Date of Receipt of Bid Form & Date of Opening of Technical Bid for rate contract cum supply of chemicals, reagents & consumables R.C. period 2013-2014 under NIB No. F-8(M1/)RMSC/ EPM/R.C. 13-14/NIB No. 23/2013/476 Dated: 13.03.2013.

With reference to above cited subject due to some unavoidable circumstances the Last Date for Sale of Bid Form, Last Date of Receipt of Bid Form & Date of Opening of Technical Bid for rate contract cum supply of chemicals, reagents & consumables R.C. period 2013-2014 under NIB No. F-8(M1/) RMSC/ EPM/R.C. 13-14/NIB No. 23/2013/476 Dated: 13.03.2013 is hereby extended as mentioned bellow:-

Existing Dates			Extended Dates		
Last Date for Sale of Bid Form	**Last Date of Receipt of Bid Form**	**Date of Opening of Technical Bid**	**Last Date for Sale of Bid Form**	**Last Date of Receipt of Bid Form**	**Date of Opening of Technical Bid**
1	2	3	4	5	6
17/04/2013 upto 6.00 P.M.	**18/04/2013 Upto 1.00 P.M.**	**18/04/2013 From 3.00 P.M.**	**07/05/2013 upto 6.00 P.M.**	**08/05/2013 Upto 1.00 P.M.**	**08/05/2013 From 3.00 P.M.**

All the prospective bidders are informed that the corrigendum with regards to amendments in technical specifications/bid conditions will shortly be issued. So it is requested that the bids should be submitted after issuance of amendments/clarifications.

Executive Director (EPM)
Rajasthan Medical Services Corporation Ltd.,
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 – rmsc@nic.in
edepmrmsc-rj@nic.in

No. F-8(M1/)RMSC/EPM/R.C. 13-14/NIT No.-23/2013/75 Dated: 6/5/13

Corrigendum/Amendments/Clarifications
(NIB No. 23)

Subject: - **Amended technical Specifications after Pre-Bid dated 01/04/2013, and Extension of Last Date for Sale of Bid Form, Last Date of Receipt of Bid Form & Date of Opening of Technical Bid for the tender of rate contract cum supply of chemicals, reagents & consumables R.C. period 2013-2014 under NIB No. F-8(M1/) RMSC/ EPM/R.C. 13-14/NIB No. 23/2013/476 Dated: 13.03.2013.**

Reference: - **Pre Bid Conference held on 01/04/2013**

With reference to above cited subject due to some unavoidable circumstances the Last Date for Sale of Bid Form, Last Date of Receipt of Bid Form & Date of Opening of Technical Bid is hereby extended & amended technical specifications for rate contract cum supply of chemicals, reagents & consumables R.C. period 2013-2014 under NIB No. F-8(M1/) RMSC/ EPM/R.C. 13-14/NIB No. 23/2013/476 Dated: 13.03.2013 as mentioned bellow:-

1. Extension of Bid Dates

Existing Dates			Extended Dates		
Last Date for Sale of Bid Form	Last Date of Receipt of Bid Form	Date of Opening of Technical Bid	Last Date for Sale of Bid Form	Last Date of Receipt of Bid Form	Date of Opening of Technical Bid
1	2	3	4	5	6
07/05/2013 upto 6.00 P.M.	08/05/2013 Upto 1.00 P.M.	08/05/2013 From 3.00 P.M.	20/05/2013 upto 6.00 P.M.	21/05/2013 Upto 1.00 P.M.	21/05/2013 From 3.00 P.M.

2. THE TECHNICAL SPECIFICATIONS ARE AMENDED AS UNDER AS DECIDED BY T.C. (Annexure-C)

S. N.	Name of Item (Catalogues)	Unit/Pack Size	Quoted Item Yes/No
B- Blood sample collection items			
1.	**Tourniquet** Made of good quality Velcro (55x3cm) Size should be good length. Quality of Velcro should be good for easy & perfect grip.	Pack size 1X10 Nos	
2.	Instrument tray with cover made of stainless steel of grade 304 (18Cr-8Ni) 225X125X50mm)	**ITEM DELETED**	
3.	**Vacutainer for serum** (with silica – Clot activator) plastic tube made of clear latex free polyethylene teraphthalate with light blue hemogard 13x75mm, Vol – 4ml (with label)	Pack size 1X100 Nos	
4.	**K_2EDTA Vacutainer** for hematology analyzers with vacuum Plastic tube made of clear latex free polyethylene teraphthalate with lavender hemogard, well labelled with their 13X75mm, Vol - 4ml with evacuated blood collection needle 21/22 G	Pack size 1X100 Nos	
5.	**Vacutainer® Sodium Fluoride**/ Potassium Oxalate and Fluoride EDTA tubes are used for glucose determinations. The tubes are available in plastic and can be identified by a **grey cap**. 2ml. capacity, 13x75 mm with evacuated blood collection needle 21/22 G	Pack size 1X100 Nos	

6.	**Vacutainer® Rapid Serum Tube (RST)** is a new and innovative product that will provide the laboratory with a faster serum sample when a rapid turn around is required with each of pack of 100 tubes, five tube holder should be provided The BD RST provides a clotted sample within 5 minutes of blood collection. The tube contains a thrombin based medical clotting agent and Gel. capacity 4ml size 13x100	Pack size 1X100 Nos	
7.	Plastic Test tube for Blood Collection 13x110mm made of polypropylene, leak proof screw cap	Pack size 1x50 Nos	
8.	Plastic Analyzing Tube for Semi Auto, Fully chemistry Auto Analyzer 13x75mm	Pack size 1x100 Nos	
9.	Lancet (ultra sharp ,international standard,, sterile medicated material used , quality assured, disposable & affordable , patient satisfaction, ISO 9001 approved)	Pack size 1x200 Nos	
C- Disinfectant and bio-safety items			
10.	Perforated bin 10 liter • Containers should meet all D.O.T. regulation or the bins comply UN and NFX standards of safety or CPCB regulation • Container should be leak proof, puncture resistant, spill proof, slip guarded and stackable. Quality specified by Government of India/NABC Certified lab. • It should be washable/ autoclavable. • Container should have lateral handles to carry, foot operated	Pack size 1 Nos	
11.	Waste bins 50 liter • Containers should meet all D.O.T. regulation or the bins comply UN and NFX standards of safety or CPCB regulation • Container should be leak proof, puncture resistant, spill proof, slip guarded and stackable, quality specified by Government of India/NABC Certified lab. • It should be washable/ autoclavable. • Container should have lateral handles to carry, foot operated	Pack size 1 Nos	
12.	Waste bin 20 liter • Containers should meet all D.O.T. regulation or the bins comply UN and NFX standards of safety or CPCB regulation • Container should be leak proof, puncture resistant, spill proof, slip guarded and stackable, quality specified by Government of India/NABC Certified lab. • It should be washable/ autoclavable. • Container should have lateral handles to carry, foot operated	Pack size 1 Nos	
13.	Biomedical waste bag 10 kg capacity **black.** Bags are made of highest grade HMHDPE by following the quality guideline. (Bags have printed by biohazard logos and should be eco-friendly, incinerable and non chlorinated) Size - 135g thickness with width of 27'x length 30' with 55 micron thickness ± 5% variation in thickness.	Pack size 1X100	
14.	Biomedical waste bag 10 kg capacity **yellow**. Bags are made of highest grade HMHDPE by following the quality guideline. (Bags have printed by biohazard logos and should be eco-friendly, incinerable and non chlorinated) Size - 135g thickness with width of 27'x length 30' 55 micron thickness ± 5% variation in thickness.	Pack size 1X100	
15.	Biomedical waste bag 10 kg capacity **Blue** Bags are made of highest grade HMHDPE by following the quality guideline. (Bags have printed by biohazard logos and should be eco-friendly, incinerable and non chlorinated) Size - 135g thickness with width of 27'x length 55 micron thickness ± 5% variation in thickness.	Pack size 1X100	
16.	2.5% Sodium Hypochlorite. Grade-I	**ITEM DELETED**	
17.	Formaldehyde (Formalin). It should be cleared, 40% solution of formaldehyde gas.	Pack size 1x5ltr.	
D- Chemicals/ Regents/Kits			
18.	Gloves, orange Thick rubber made of natrosol, resistant to acid and chemical, hardened for greater tear creative comfort, contoured palm, ergonomically designed, curved finger for soft comfortable fit soft flock. Size - Medium, quality ICI.	Pack size 1X20 nos	

19.	Tissue Paper	Pack size 1x100nos	
20.	Immersion Oil for Microscopy,(Specification: Ceedarwood oil which will be used with 100x lens for microscopy pack size of 100ml)	Pack size 1x250ml	
21.	Glass Slides 75X25X1.35mm (Slide made up of high quality transparent and color less glass with ground edges and parallelism between the surfaces and should be ISI marked)	**ITEM DELETED**	
22.	Urine/Sputum Container and screw cap polypropylene grade – R120mk, 30ml capacity, flat bottom with label.	Pack size 1x100no	
23.	Cover slip 22X22mm, Glass, Size 22mm , square type one pack of 10gm. Thickness 0.10 - 0.16 mm	Pack size 1x100no	
24.	Cover slip 18X18mm, Glass, Size 18mm , square type one pack of 10gm. Thickness 0.10 - 0.16 mm	Pack size 1x100no	
25.	Cover slip 18X50mm, Glass, Size 18x50mm, rectangular type one pack of 10gm. Thickness 0.10 - 0.16 mm	Pack size 1x100no	
26.	Cover slip 22X60mm, Glass, Size 22x60mm , rectangular type one pack of 10gm. Thickness 0.10 - 0.16 mm	Pack size 1x100no	
27.	Filter paper 1X90mm No.1	Pack size 1x100no	
28.	Capillary Tube for CT - Capillary tube of glass. Packed in plastic box Pack of 100 capillary. Size of capillary of 75mm length in size with uniform bore.	Pack size 1x100no	
29.	Conical flask narrow mouth with graduation **100ml,** Made from heat resistant, low expansion borosilicate glass.	Pack size 100ml	
30.	Conical flask narrow mouth with graduation **500ml**, Made from heat resistant, low expansion borosilicate glass.	Pack size 500ml	
31.	Conical flask narrow mouth with graduation **1ltr,** Made from heat resistant, low expansion borosilicate glass.	Pack size 1000 ml	
32.	Ccoombs Gel Card 4x12x6 Pack Size	Pack size 4x12X6	
Note: - For item no. 3,4,5,&6 company should provide hands on training to the lab technicians.			

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

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

No. F-8(M1/)RMSC/EPM/R.C. 13-14/NIT No.-23/2013/ 75 **Dated:** 6/5/13

Copy forwarded for necessary action to:-

1. AGM (IT) to upload on RMSC Website

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