

**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-ri@nic.in

No. F-8()RMSC/EPM/M-3/15-16/NIB-136/2121

Dated: 26-11-15

BIDDING DOCUMENT



॥सर्वे सन्तु निरामयाः॥

NIB NO. 136 DATED 26-11-2015

**THE RATE CONTRACT FOR
REPAIR & MAINTENANCE
OF BIOMEDICAL EQUIPMENT IN RAJASTHAN**

For Year 2015-2016

BIDDING DOCUMENT FOR RATE CONTRACT

(Procurement of Goods: Single Stage-Two Envelopes (Two Part) Bid)

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BID SUBMISSION LETTER

(Declaration Form cum Check List)

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

Subject:- Regarding Bid submission for NIB...136.....

I/We..... (Name, Designation and Address of Bidder)..... having our office at..... (Address of Firm)..... do declare that I/We have read all the Terms & Conditions of the bid document floated by M.D., Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the Rate Contract of Repair & Maintenance for all Biomedical Equipment (as per table-1) of all Govt. Hospitals (up to PHC, excluding Medical Collages and their attached hospitals) in Rajasthan 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 (Service Provider Agency for Repair and Maintenance for Biomedical Equipments)..... I/We enclose valid certification as per bidder qualification.

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 GCC 2.6 (i) and 3 (i) (Through Challan/DD)-(BF I)	Page no
2.	Technical Bid Submission Sheet (BF-II)	Page no
3.	Copy Of Central Excise Registration GCC 2.6 (iii), if applicable.	Page no
4.	Average Annual turnover statement for past 3 years certified by C.A. GCC 2.6 (viii) (BF-VI)	Page no
5.	Latest Sales Tax Clearance Certificate/ Service Tax Clearance Certificate Affidavit (up to dated 31.03.14). GCC 2. 6 (vi)	Page no
6.	Original bid GCC & SCC (Section VI A & VI B) or BF-IV uploaded on e-procurement portal.	Page no
7.	Statement of Past Performance under (BF-VII)	Page no
8.	Pre - stamp receipt under GCC 3 (ii) (BF-IX)	Page no
9.	Declaration regarding acceptance of bid terms and conditions. (BF-XIV)	Page no
10.	Memorandum of Appeal Under the Rajasthan Transparency in Public Procurement Act, 2012 (BF-XV)	Page no
11.	Declaration by the Bidder Regarding Qualifications (BF-XVI) Uploaded on website https://eproc.rajasthan.gov.in .	Page no
12.	Authorisation of the Bidder by the Firm (BF-XIX)	Page no
13.	Corrigendum/modification/clarification uploaded with bid document	Page no

14.	Financial Bid Submission Sheet (BF-III) to be submitted physically.	Page no
15.	Name, photograph & specimen signature of the Bidder or designated officer/ person who is authorized by the Firm to bid and make correspondence with the RMSCL. <i>Also attach photo ID.</i>	Name Signature..... Full Address..... Mobile No:..... E-mail address :

Date

Name and Signature of Bidder with seal

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

14.	Financial Bid Submission Sheet (BF-III) to be submitted physically.	Page no
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Date

Name and Signature of Bidder with seal

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

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



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No. F-8() RMSC/EPM/M-3/15-16 NIB-136/ 2121

Dated: 26-11-15

NOTICE INVITING BID (NIB-136)

Bids are invited up to 1.00P.M. on dated 04.01.2016 for Repair & Maintenance for Biomedical Equipment 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 of 18 months. Details may be seen in the Bidding Document at the office of the M.D. RMSCL 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 either of the above websites and uploaded duly filled in with 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.

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-3/15-16/NIB-136 /2121

Dated: 26-11-15

NOTICE INVITING BID (NIB- 136)

1. One stages, two-envelopes unconditional bids are invited from Repair and Maintenance Agency for Biomedical Equipment on behalf of the Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, C-Scheme, Jaipur - 302005 for Repair and Maintenance for Biomedical Equipment as listed below:

S. No.	Name of article	Required minimum turnover	Amount of Bid security (Rupees)	Validity period of bids
1	As per table-1	20 Crore	5 Lac	As per bid condition

2. 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
02.12.2015	11.12.2015	04.01.2016	04.01.2016	04.01.2016
11:00AM	03:00 PM	11:00AM	01:00PM	03:00 PM

3. A pre-bid meeting will be held as per **column no. 2** of the above schedule i.e., **at 03:00 PM** on dated 11.12.2015 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/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
4. The bid is for a rate contract.
5. Price preference as per provisions shall be admissible in evaluation and award of contract.
6. Detailed particulars of the list of equipment with quantity, bid documents may be seen on the website-"[www.dipronline. Org.](http://www.dipronline.Org)" or www.rmssc.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.
7. The bid shall only be submitted through e-procurement portal <https://eproc.rajasthan.gov.in>. of Govt. of Rajasthan. Bids shall not be accepted in physical form in any condition.
8. 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 (formats enclosed in BF-1) in any

branch of the Punjab National Bank Account no. 2246002100024414 anywhere in the country. The bidder shall submit/upload scanned copy of all the challans in Technical Bid (Cover-A), or The Bid form fee Rs. 2000.00 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 document cost, processing fee and bid security shall be deposited physically along with technical bid submissions sheet in the office of M.D., RMSCL, and Jaipur before the last date and time of bid submission.

9. Bids received after the specified time and date shall not be accepted/ opened.
10. The technical bids shall be opened at 3.00 PM on dated 04.01.2016 or as amended 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/ Service Tax Clearance Certificate or affidavit in BF-XIII.
13. The Bidders shall have to submit a Certification of Incorporation in case of Private Limited / Public Limited.
14. It is clarified that the information required in bidding document should be submitted only in enclosed format Bidding Form (BF-I to BF-XIII) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
15. Information of award of contract shall be communicated to all participating bidders on the **website www.rmssc.nic.in and sppp.raj.nic.in**. Please note that individual bidder will not be intimated.
16. 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/clarification is carried out in the technical specifications and bid terms & conditions following pre-bid meeting or any other information, the same will also be uploaded on the Corporation 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. It will not be intimated to individual bidder. 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".*



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/M3/15-16/NIB-1136 / 2021

Dated: 26-11-15

TABLE-1**Equipment detail**

Sr. No.	Equipment Name	Qty (in nos.)	Estimated Cost per Unit (in nos.)	Estimated Total Cost
1.	10 KVA Diesel Generator Set	1	0	0
2.	100mA X-Ray Machine	350	225000	78750000
3.	125 KVA Diesel Generator Set	1	0	0
4.	150 mA X-Ray Machine	9	225000	2025000
5.	20mA X-Ray Machine	1	225000	225000
6.	25 KVA Diesel Generator Set	1	0	0
7.	300mA X-Ray Machine	151	425000	64175000
8.	500mA X-Ray Machine	47	650000	30550000
9.	60mA X-Ray Machine	14	225000	3150000
10.	70mA X-Ray Machine	1	225000	225000
11.	800mA X-Ray Machine	1	650000	650000
12.	A Scan Ultrasonic Biometer	21	150000	3150000
13.	AC SPLIT TYPE	3	0	0
14.	Anesthesia Machine	203	60000	12180000
15.	Audio Meter	4	1500000	6000000
16.	Autoclave	1037	10000	10370000
17.	Automated Urine Analyzer	44	75000	3300000
18.	Automatic Film Processor	13	120000	1560000
19.	BLOOD DONOR COUCH	39	110000	4290000
20.	Baby Weighing Machine	2098	5000	10490000
21.	Bi-pap Machine	3	70000	210000
22.	Binocular Microscope	2868	30000	86040000

23.	Bipolar Cautery Machine	4	200000	800000
24.	Blood Bank Refrigerator	1910	0	0
25.	Blood Cell Counter - 3 part	538	250000	134500000
26.	Blood Cell Counter - 5 part	37	1000000	37000000
27.	Blood Collection Monitor	22	10000	220000
28.	Blood Component Separator	4	50000	200000
29.	Blood Gas Analyzer (ABG Machine)	21	300000	6300000
30.	Blood Mixer (Roller Mixer)	85	15000	1275000
31.	Bone Drill System	5	100000	500000
32.	Boyles Apparatus	68	60000	4080000
33.	C R System	19	350000	6650000
34.	C-Arm Image Intensifier	11	1500000	16500000
35.	C-Arm Machine	21	1500000	31500000
36.	C-pap Machine	1	34000	34000
37.	C. T. Scanner	12	12000000	144000000
38.	COOLING CENTRIFUGE	5	40000	200000
39.	CPM-Continuous Passive Motion	6	30000	180000
40.	CTMT Machine	7	200000	1400000
41.	Cardioscope	8	20000	160000
42.	Cautry Machine	88	200000	17600000
43.	Centrifuge Machine (12 Tube)	242	25000	6050000
44.	Centrifuge Machine (16 Tube)	55	30000	1650000
45.	Centrifuge Machine (4 Tube)	962	15000	14430000
46.	Centrifuge Machine (6 Tube)	122	15000	1830000
47.	Centrifuge Machine (8 Tube)	908	20000	18160000
48.	Centrifuge Machine (24 Tube)	17	45000	765000
49.	Centrifuge Machine (36 Tube)	20	50000	1000000
50.	Clinical Specular Microscope	1	500000	500000
51.	Coagulation Analyzer	7	175000	1225000
52.	Cobalt Radiotherapy machine	2	60000000	120000000
53.	Cold Light Source	22	250000	5500000
54.	Colorimeter	119	6000	714000
55.	Compressor	2	30000	60000
56.	Corneal Topography	1	600000	600000

57.	D R Systems	1	6000000	6000000
58.	Defibrillator	268	200000	53600000
59.	Defibrillator with Cardiac Monitor	88	200000	17600000
60.	Dental Chair Unit	97	100000	9700000
61.	Dental Drill Machine-Hand Piece	3	20000	60000
62.	Dental X-Ray Machine	48	125000	6000000
63.	Dental X-ray unit	50	125000	6250000
64.	Digital Photo Calorimeter	14	6000	84000
65.	Double Puncture Laparoscope with Console Unit	32	1200000	38400000
66.	ECG Holter Electrocardiogram	2	30000	60000
67.	ECG Machine (Single Channel)	433	60000	25980000
68.	ECG Machine (Six Channel)	70	60000	4200000
69.	ECG Machine (Three Channel)	93	60000	5580000
70.	ECG Machine (Twelve Channel)	6	60000	360000
71.	ECG Monitor	12	20000	240000
72.	ELECTRIC OT TABLE	103	200000	20600000
73.	ELISA READR WITH WASHER	20	150000	3000000
74.	ELISA Reader	36	150000	5400000
75.	ELISA Washer	30	150000	4500000
76.	ENT Patient Chair	4	100000	400000
77.	ESR Analyzer	7	30000	210000
78.	Echocardiography System	1	1100000	1100000
79.	Electric Weighing Machine	7	5000	35000
80.	Electrolyte Analyzer	18	300000	5400000
81.	Emergency First Aid Kit	36	0	0
82.	Endoscope	14	1000000	14000000
83.	External Pacemaker	1	200000	200000
84.	Eye Operating Microscope	4	700000	2800000
85.	FLAME PHOTOMETER	2	30000	60000
86.	FOGGING MACHINE	146	30000	4380000
87.	FOOT OPERATED SUCTION MACHINE	680	3500	2380000
88.	Fetal Doppler	423	5000	2115000

89.	Fetal Monitor	67	250000	16750000
90.	Fiberoptic Laryngoscope	30	5000	150000
91.	Freezes	2200	25000	55000000
92.	Fully Automated Clinical Chemistry Analyzer	31	3500000	108500000
93.	Hand Pieces	2	20000	40000
94.	Hemoglobin Analyzer	106	15000	1590000
95.	Hemoglobin meter	885	15000	13275000
96.	Hemostasis Analyzer	2	100000	200000
97.	Horizontal Laminar Flow	7	120000	840000
98.	Hot Air Oven	259	10000	2590000
99.	Hydraulic Operation Table	331	200000	66200000
100.	Ice lined refrigerator	1815	0	0
101.	Incubator	576	15000	8640000
102.	Indirect Ophthalmoscope	12	80000	960000
103.	Infra Red Lamp	5	700	3500
104.	Instrument Sterilizer	1466	5000	7330000
105.	Intensive Care Bed	84	55000	4620000
106.	Keratometer	22	120000	2640000
107.	Labour Table	550	30000	16500000
108.	Laminar Flow	2	120000	240000
109.	Light cure unit	6	15000	90000
110.	MTP Suction apparatus electrically operated	7	10000	70000
111.	Micropipettes	381	5000	1905000
112.	Microplate Reader	3	150000	450000
113.	Mobile (Portable) X-Ray Machine	44	225000	9900000
114.	Monocular Microscope	549	10000	5490000
115.	Multi-Para Monitor	331	65000	21515000
116.	Nebulizer	600	2500	1500000
117.	O.T. Light Double Dome	158	130000	20540000
118.	O.T. Light Single Dome	344	75000	25800000
119.	Operating Microscope	11	700000	7700000
120.	Ophthalmoscope	32	12000	384000

121.	Oxygen Concentrator	188	36000	6768000
122.	Oxygen Hood	3	0	0
123.	Phaco Emulsi Fication System	3	400000	1200000
124.	Photoelectric Calorimeter	47	6000	282000
125.	Phototherapy Unit	502	35000	17570000
126.	Plasma Sterilizer	5	3000000	15000000
127.	Platelet Incubator Cum Agitator	1	25000	25000
128.	Pulse Oxymeter	531	40000	21240000
129.	Radiant Heat Warmer	2337	60000	140220000
130.	Semi Automated Chemistry Analyzer	580	120000	69600000
131.	Shortwave Diathermy	8	65000	520000
132.	Single Puncture Laparoscope with Console Unit	16	1200000	19200000
133.	Slit Lamp	67	150000	10050000
134.	Spot Light (Portable)	746	10000	7460000
135.	Streak Retinoscope	5	25000	125000
136.	Suction Machine	1806	10000	18060000
137.	Synoptophore	5	450000	2250000
138.	Syringe Infusion Pump	482	35000	16870000
139.	Syringe Needle Destroyer	4971	1200	5965200
140.	TRACTION SYSTEM	10	35000	350000
141.	Tonometer	3	60000	180000
142.	Tube Sealer for Blood bags	31	30000	930000
143.	UPS	1	0	0
144.	Ultra Sonic Piezo type scalar	8	50000	400000
145.	Ultra Sonography (USG) & Colour Dopier Machine	83	1100000	91300000
146.	Ultrasonic Cleaner	1	50000	50000
147.	Ultrasound Therapy Machine	13	40000	520000
148.	Urine Test Strip Analyzer	26	75000	1950000
149.	VDRL Rotator (Rotor and Shaker)	135	15000	2025000
150.	Ventilator	203	1100000	223300000
151.	Vessel Sealing System With Bipolar Plasma Resection	1	200000	200000

152.	Vitrectomy Machine	1	1200000	1200000
153.	Water Bath	112	30000	3360000
154.	Wax Bath Machine	10	25000	250000
155.	YAG Laser	3	500000	1500000
	Total	38873		2214949700

Note:-

1. Above mentioned quantity of equipments in table-1 is as per E-Upkaran inventory data.
2. The Biomedical Equipments (as per Table-1) which have AMC/CMC/Guarantee at the time of rate contract, the maintenance cost of these equipments are not included in this contract. However the successful bidder shall be liable to ensure upkeep time declared in the bid for all Biomedical Equipment which have AMC/CMC/Guarantee during Rate Contract period.
3. The above estimated quantities in Table 1 are only indicative and may vary substantially the above estimated quantities are only indicative for executing rate contract for a specified period. No minimum quantity is guaranteed.

DISCLAIMER

The information contained in this bid document for proposed procurement or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the MD, RMSCL (Procuring Entity) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the Bidder may require.

Neither the MD RMSCL, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is not an agreement and is not an offer or invitation by the Managing Director, Rajasthan Medical Services Corporation Limited., Jaipur, Rajasthan. (hereinafter referred to as "Procuring Entity") or its representatives to the prospective Bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist the formulation of their Proposal/offer. The information contained in this bid document is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposed procurement.

The Procuring Entity is, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of

the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this Bidding process.

The Procuring Entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this bid document.

The Procuring Entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that the Procuring Entity is bound to select a bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the procurement and the Procuring Entity reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Procuring Entity or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Procuring Entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/ documents pertaining to this bid or subsequently provided to Bidder and/or Selected Bidder AND information/documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.



Managing Director,
Rajasthan Medical Services Corporation Limited.,
D-Block Swasthya Bhavan,, C-Scheme, Jaipur.



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



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SECTION-I: INSTRUCTION TO BIDDERS (ITB)

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

Clause No.	Description
1.	Go through the terms and conditions, annexure and other forms of the document carefully and meticulously.
2.	It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of our bid/ rates is maintained up to bid opening & that your documents are put to any misuse.
3.	Complaints lodged in RMSC should bear signature, name, Id proof and mobile number of the complainant. This is important as RMSC has received many complaints in the past on letter heads of certain companies who later on denied to have made the complaint upon their verification. Rather, a few companies have asked RMSC to take action against that person who have fraudulently made use of their letter heads. Therefore, unauthenticated complaints may not be acted upon.
4.	In case you are given any assurance of any advantage in RMSC, by anybody or if you are directly or indirectly threaten or intimated of harming your bidding & subsequent work in RMSC, please inform immediately about the same to MD, RMSC or ED (EPM) RMSC. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person/institution and their details can be put on the website.
5.	It is advisable for you to authorize only those persons for RMSC bid who are employed in your company on salary basis.
6.	Certificates/Licenses/Documents which are required should be complete and updated.
7.	Bid form can be downloaded from " 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) 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 anywhere in the country . The bidder shall submit scanned copy of all the Challans in Technical Bid through https://eproc.rajasthan.gov.in (Cover-A), or shall be submitted in the form of D.D./Banker cheque in favor of M.D., RMSCL M.D., RISL respectively (payable at Jaipur). The Bid form fee, 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.
8.	Bid form fees, RISL processing fees and bid security should be submitted separately for each bid. Bid form fees and RISL processing fees are non-refundable.
9.	The average gross annual turnover of the bidder shall be as per Table-1 for last Five years. The turn over statement (BF-VI) duly certified and signed by Chartered Accountant shall be submitted along with bid, failing which the bid shall be rejected. Distributors/Suppliers/Agents/Loan Licensees are not eligible to participate in the bids.
10.	Bid form must conform the terms & conditions of the bid documents and, Technical Bid in

	Cover-A& Financial Bid (BOQ) in Cover-B through e-procurement portal.
11.	Bid received after prescribed date and time will not be considered.
12.	A pre-bid Meeting will be held at 3.00 PM on dated 11.12.2015 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 M.D./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 are discussed in pre bid meeting shall be submitted within three days after pre bid. Representations received after three days of pre bid shall not be considered. Necessary corrigendum/modification/clarification in the bid and specifications, may be issued after pre-bid meeting, if required. Please note that bids should be submitted after Pre-Bid meeting incorporating the corrigendum/modification/clarification/addendum, if any.
13.	Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
14.	The bidding is for rate contract cum supply for a R.C. period of 18 months.
15.	Bids received after the specified time and date shall not be accepted and shall be not opened.
16.	The technical bids shall be opened at 3.00 PM on dated 04.01.2016 or as amended in the presence of the Bidders or their representatives who wish to be present.
17.	The RMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
18.	The Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer or affidavit and the 'PAN' issued by Income Tax Department.
19.	The Bidders shall have to submit a Certification of Incorporation in case of Private Limited / Public Limited.
20.	It is clarified that the information required in bidding document should be submitted only in enclosed Bidding Form (BF-I to BF-XIII) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
21.	You are required to prepare a single PDF file for the entire bid document and then it should be uploaded on the website " https:// eproc.rajasthan.gov.in ". Bid document if not prepared as single PDF file, the website may not accept second and onward parts of the bid.
22.	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites website www.rmesc.nic.in, spps.raj.nic.in and https:// eproc.rajasthan.gov.in . Similarly, information regarding Financial Bid (L-1) shall also be provided to bidders on above websites. Individual bidders may not be informed separately.
23.	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.rmesc.nic.in, spps.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 on telephone number i.e. 0141-2223887 or queries may be e-mailed on address "edepmrmesc-rj@nic.in".



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

SECTION-II: BID DATA SHEET (BDS)

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S. No.	Description	Pages
1.	Introduction : Project Objectives	
2.	Bidding Document	
3.	Preparation of Bids	
4.	Submission and Opening of Bids	
5.	Evaluation and Comparison of Bids	
6.	Award of Contract	
7.	Redressal of Grievances during Procurement Process	

SECTION-II: BID DATA SHEET (BDS)

Clause No.	Description
1.	<p data-bbox="387 297 1070 331">Introduction: Project Objectives or Scope of work</p> <p data-bbox="387 365 1267 398"><u>Name of Project: Biomedical Equipment Maintenance in Rajasthan.</u></p> <ul style="list-style-type: none"> <li data-bbox="403 443 1469 701">(i). To provide 24x7, 365 days uptime of 95% for all medical equipment in District Hospitals, CHCs and PHCs. At no point of time in a single breakdown the breakdown should not be more than 4 days from the date and time of registration of fault. <li data-bbox="403 745 1497 1070">(ii). Biomedical Equipments which are already under AMC/CMC/Warranty or Guarantee form the supplier, the maintenance for these biomedical equipments shall be carried out by its respective supplier. For such biomedical equipments, the service provider (successful bidder) will interface with the supplier:- <ul style="list-style-type: none"> <li data-bbox="507 1104 1134 1137">a) To route the maintenance call to the supplier. <li data-bbox="507 1182 1353 1216">b) Capture the details of maintenance carried out by the supplier. <li data-bbox="507 1261 1417 1294">c) Provide all inventory and maintenance reports of these equipments. <li data-bbox="403 1339 1485 1597">(iii). For all medical equipment that is under any form of AMC/CMC/Spares agreement or under guarantee, the state health department/RMSCL/ Medical Institute shall not be renewing the equipment specific maintenance contracts. <li data-bbox="403 1641 1497 1977">(iv). The maintenance service provider shall not be including cost of maintaining any equipment which is under any kind of AMC/CMC/warranty/guarantee in its first proposal and cost of such equipment shall not be included till the time existing contract(s) with supplier(s) is valid for the respective equipment. The maintenance service provider may choose to take authorization for doing

	<p>maintenance such equipment from existing AMC/CMC/warranty/guarantee contract holder(s) or may choose to get it done on behalf of RMSCL.</p> <p>(v). Maintenance costs for equipment that are currently in any AMC/CMC/ Warranty/ Guaranty contract shall be added by the service provider only after the expiry of contracts for the respective equipment.</p> <p>(vi). The service provider shall however be liable to ensure upkeep time declared in the bid for all equipment irrespective of any AMC/CMC/warranty/guarantee status for any equipment.</p> <p>(vii). Establish and operate an exclusive 24x7-customer care centre with accessible through “Centralized toll free number” for accepting user calls and managing the maintenance services.</p> <p>(viii). The service provider shall use E-Upkaran Software for this maintenance project. All entries of this E-Upkaran Software shall be verified and update timely by the service provider.</p> <p>(ix). The service provider should identify and respond to requests seeking maintenance of all Biomedical Equipment available in the district/sub district/state up to the level of Primary Health Centre (PHC) through the Complaint ID via E-Upkaran Software.</p> <p>(x). The Intellectual Property Rights (IPR) of all information entered and or/generated by the E-Upkaran pertaining to the biomedical equipments located in Rajasthan state shall be solely owned by RMSCL.</p> <p>(xi). The service provider shall keep adequate and necessary stock of spares at all districts for resolution of service call within the stipulated time as per bid document.</p> <p>(xii). All tools and instruments including ladders and safety items (as per the Electrical Inspectorate rules) required for satisfactory executive of the job (</p>
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	<p>cleaning, repair and maintenance) shall be provided by service provider. Any accidents due to the non-availability of the safety items will be the responsibility of the service provider.</p> <p>(xiii). Repairs to be under taken should be within specified configuration and maintaining the integration on internal circuit of equipment, any deviation on configuration/specification the repair will not be acceptable. After repairs, a certificate to the effect that the equipment is in working order and safe for patient care and non-hazardous for the handler shall be submitted by the service provider.</p> <p>(xiv). In case, the service provider notices any equipment or any part of the equipment missing, the same shall be brought to the notice of the, PMO/Medical officer In-Charge and HOD of respective medical institute, otherwise responsibility for the same will be fixed on the service provider.</p> <p>(xv). All replaced un-serviceable/ dismantled/ condemned/ Consumables parts of the equipment have to be returned to medical store of the respective institute authority.</p> <p>(xvi). The service provider shall ensure that all major spares used for maintenance are either procured from OEM of biomedical equipment or from OEM approved spares manufacturers or as approved by Purchaser. Valid documentation shall be kept by service provider.</p> <p>(xvii). The service provider shall carried out preventive maintenance and calibration of all biomedical equipments respectively as per norms of NABL/NABH/AERB or respective.</p> <p>(xviii). The service provider shall arrange an annual third party audit by a third party NABL or ILAC accredited laboratory must also be carried out for calibration processes of the maintenance service provider which would look into issues</p>
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	<p>such as calibration of calibrating tools.</p> <p>(xix). The service provider shall provide periodic training to end users on the appropriate use of biomedical equipments.</p> <p>(xx). The service provider shall provide adequate and necessary vehicles to transport spares and engineers to all locations where biomedical equipments are located at district level.</p> <p>(xxi). The service provider shall identify and recommend biomedical equipments for condemnation in every 06 months during rate contract period as per based on following points:-</p> <p>a) If equipment is an obsolete model or spare parts unavailability.</p> <p>b) If equipment is frequently breakdown after proper repair and maintenance.</p> <p>A condemnation committee appointed by the approved authority at the Zone level shall confirm and finalize condemnation of biomedical equipments as per respective norms.</p> <p>For condemnation of Radiological devices, approval from appropriate authority must be taken and condemnation be done as per guidelines issued by the appropriate authority.</p> <p>(xxii). During rate contract period, all type of repair and maintenance work of Biomedical Equipments by service provider shall be verified, monitored and overlooked by Zonal Biomedical Engineers (RMSCL Employees).</p> <p>(xxiii). The CMC Service Provider shall at all times comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment, all general public general and national laws and the requirements of competent and/ or Regulatory Authority whose jurisdiction applies in the area where the services</p>
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	<p>are being provided.</p> <p>(xxiv). The maintenance service provider shall have no obligation to repair any equipment damaged by the user either accidentally (such as falling of equipment on ground) or wilfully at the facility. If requisition for repair of such equipment is made, the maintenance service provider shall have the right to invoice it to the contracting authority annually or on case to case basis as mutually decided by committee appointed by the approved authority (members are Zonal biomedical Engineers and respective Health Facility Officers).</p> <p>(xxv). The maintenance service provider shall repair all dysfunctional equipment in E-Upkaran software within four months of the date of commencement of the Contract work (which would be within 3 months from the date of signing of the contract). In such case Government reserves the right to cross verify the equipment to ascertain. The final decision of the Condemnation committee whether the equipment can be condemned or repair rests with the RMSCL and shall be binding on the service provider.</p>
	<p>(xxvi) The Procuring Entity is:- Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066 Fax No. 0141-2228065, 0141-2223887 Email:-mdrmisc@nic.in or edepmrmisc-rj@nic.in</p>
1.2	The rate contract period shall be 18 months.
2.	Bidding document
2.1	Bids are invited from Repair and Maintenance Agency for Biomedical Equipments.
2.2	The price of the bidding document is:- Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan)
2.3	RISL processing fee:- Rs. 1000.00
2.4	Bid Security:- 5 Lac

2.5	The Pre-bid meeting will be held at 03:00pm on 11.12.2015 in Conference Hall, R.M.S.C., D-Block, Swasthya Bhawan, C-Scheme, Jaipur
2.6	Last date for Issuance of Bid Document:- on dated 04.01.2016 up to 11.00 A.M.
2.7	Last date & Time for submission of Bids:-on dated 04.01.2016 up to 1.00 P.M. Date & Time of opening of (Technical Bid) Bids:-on dated 04.01.2016 up to 3.00 A.M.
2.8	Joint venture will not be allowed.
	Address for Correspondence and Clarifications:- Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066 Fax No. 0141-2228065, 0141-2223887 Email Address:- mdrmsc@nic.in, edepmrmsc-rj@nic.in
3.	Preparation of Bids
3.1	The language of the Bid is both English and Hindi. The Bidder shall upload with its Technical Bid Submission Sheet (BF-II) the following documents: 1. Bid Security, RISL Processing fee and Bid document cost (Copy of Challan/DD/Banker Cheque) 2. In case of Private Limited / Public Limited, Certification of Incorporation. 3. In case of Proprietary firm, Registration with Commercial Tax/ Service Tax Department. 4. The average gross annual turnover of the bidder shall be as per Table-1 for last Five years. (BF-VI) 5. Declaration by the Bidder Regarding Qualifications (BF-XVI) 6. Declaration of Service Provider for Repair and Maintenance of Biomedical Equipment. (BF-XVII) 7. Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer/ Service Tax. 8. Any other required.
3.2	The Bidder shall physically submit with its Financial Bid Submission Sheet (BF-III) the following documents: 1. Financial bid submission sheet (Original copy) 2. DD/Banker Cheque for Bid Security, RISL processing fee and bid documents cost as per instructions given in ITB clause no.7.
3.3	Alternative Bids are not permitted.
3.4	Discounts or award of combination of lots shall not be offered.
3.5	The terms of quoting price for repair & maintenance of biomedical equipments are inclusive of all taxes/charges with any kind of spare parts and consumables etc. in all respect.
3.7	The prices quoted by the Bidder shall be fixed for entire contractual period. The

	Contract Price shall be fixed for a rate contract period of 18 months of Repair and Maintenance of Biomedical Equipment.
3.8	The currency of the Bid shall be the Indian Rupees.
3.9	The Bid validity period shall be 120 days from the opening of Technical Bid.
3.10	(a) A Bid Security/ Bid Securing Declaration shall be required.
	(b) Bid Security shall be required, the amount and currency of the Bid Security shall be Rs. 5 Lac
3.11	The scanned copy of complete Bid document filled and signed on each page as per ITB and other requirements shall be electronically uploaded on website https://eproc.rajasthan.gov.in within the prescribed Bid submission period. Please note that physical submission of bid document shall not be accepted.
3.12	Any Authorisation to sign on behalf of the Bidder shall consist of Power of Attorney by the Bidder or the change in bidder shall be resolved in the board of firm/ company which shall be immediately communicated to the corporation.
4.	Submission and Opening of Bids
4.1	The address of Procuring Entity's for Bid submission purposes is:- Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066 Fax No. 0141-2228065, 0141-2223887 Email Address:- mdrmsc@nic.in, edepmrmsc-rj@nic.in The electronic submission of bid is mandatory; the address of the web portal is http://eproc.rajasthan.gov.in .
4.2	The deadline for Bid submission is: Date: 04.01.2016 Time. 01:00 PM
4.3	The Bid opening shall take place at: Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066 Fax No. 0141-2228065, 0141-2223887 Email Address:- mdrmsc@nic.in, edepmrmsc-rj@nic.in
5.	Evaluation and Comparison of Bids
5.1	The Price Preference shall apply as per GCC and SCC provisions.
6.	Award of Contract
6.1	(1) The quantities mentioned in Table-1 are only indicative and may vary substantially the above estimated quantities are only indicative. No minimum quantity is guaranteed. (2) The quantity can be divided among more than one Bidder at the price of the lowest

	evaluated Bid as per clause-GCC-24 provision of parallel rate contract.
6.2	The period within which the contract agreement is to be executed and Performance Security is to be submitted is 15 days.
6.3	The Performance Security shall be required as per GCC-10 (iii) @5 % of the value of the indicative quantity in the bid subject to a maximum Rs. 10.00 lacs for each schedule of items in favour of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur
7.	Redressal Grievances during Procurement Process
7.1	<p>(1) The designation and address of First Appellate Authority is:- Secretary, Department of Medical & Health (MD, NHM), Swasthya Bhawan, C-Scheme, Jaipur or as decided by the Govt. of Rajasthan. Telephone No. 0141-2221590</p> <p>(2) The Designation and address of the Second Appellate Authority is Principal Secretary, Medical, Health & Family Welfare, II Floor, Room No.5213, Secretariat, Govt. of Rajasthan, Jaipur or as decided by the Govt. of Rajasthan. Telephone No. 0141-2227132</p>
7.2	<p>Name & Address of the Bidder: Name and Designation..... M/S Telephone No.....</p> <p>Telegram Code Fax No.</p> <p>Mobile No E-mail address</p>



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

SECTION III: EVALUATION AND QUALIFICATION CRITERIA

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S. No.	Description	Pages
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2.	Qualification Criteria	

SECTION III: EVALUATION AND QUALIFICATION CRITERIA

1. Evaluation criteria

Clause No.	Description
1.	Scope
1.1	Local handling and other expenses: - In Financial bid, the quoted price in BOQ, shall include the total expenditure in maintenance of Biomedical Equipment according to the specifications provided, fitting it with specified Equipment; the capital expenditure for the Centralised Call Centre like hardware, software, furniture, fixture etc; expenses incurred for developing/ obtaining standard operating protocols and procedure documents; district mapping; and any other related costs, should also be included. The recurring expenses shall include Centralised Call Centre staff salary, rent of premises where Centralised Call Centre is situated, Service staff salary, maintenance cost of test equipment, running cost for vehicles, cost of consumables and tools, mobile telephone expense, fuel expenses, training, maintenance of service centres including, telephone, power, water, air conditioning charges, and any other recurring expenses and all other related cost and expenses, should also be included.
1.2	Minor omission and missing items:- Pursuant to the relevant clauses, the cost of all quantifiable non-material non-conformities or omissions from the contractual and commercial conditions shall be evaluated. The procuring entity will make its own assessment of the cost of any non-material non-conformities and omissions for the purpose of ensuring fare comparison of Bids.
2.	Technical Criteria:- The minimum technical level of repair & maintenance services shall have in order to comply with the point no. 3.1 of Section V schedule of repair & maintenance is specified. These criteria are evaluated on a pass-fail system, with a minimum acceptable level for each criteria enumerated in technical criteria of bidder. However, a minor deficiency in technical compliance may not be cause for rejection of the Bid.
3.	Economic Criteria:- The economic criteria are most important when evaluating a Bid.
3.1	Adjustment for deviation from the terms of payments:- The deviation from the terms of payments as specified in conditions of contract are not permitted.
3.2	Adjustment for deviations in the spare parts delivery and completion of maintenance schedule:- The deviation from the delivery of spare parts and completion schedule specified in Section V, schedule of supply are permitted. No credit will be given for earlier completion.
3.3	Spare parts:- The spare parts which used for maintenance are either procured from OEM of biomedical equipment or from OEM approved spares manufacturers or as approved by Purchaser. Valid documentation shall be kept by service provider.
3.4	Standard and Performance of repair and maintenance:- The Standard and performance of repair and maintenance of the biomedical equipments shall be as per the reference value or norms specified in technical criteria of firm.
4.	Price Description:-
4.1	VAT/CST/ Service Tax, as applicable, should be mentioned clearly and separately.
4.2	VAT/ CST/ Service Tax, if exempted, it should be specified in BF-IV/BOQ.

2. Qualification Criteria

The lowest evaluated bidder shall have the necessary Qualifications to successfully fulfill its obligation under the contract. The MD, RMSCL with the help of Technical Committees and Purchase Committee

specified the Qualification Criteria. Minimum acceptable levels with regards to Bidder's experience in supply goods and related services with comparable technical parameters, its manufacturing and installation capacity, its financial capability and other factors are defined.

Clause No.	Description
1.	Bidder:- as per schedule of repair and maintenance clause no.3
2.	Size of operation:- The minimum average gross annual turnover for last five financial year shall be as per Table-1. This includes the total payments received by the Bidder in Indian rupees for contract completed or under execution over the last five years.
3.	Contractual experience:- The bidder shall be a repair and maintenance agency who should be an individual company (Consortiums or Joint Ventures are not allowed). The bidder should have provided/ providing at least two (02) similar projects of biomedical equipments maintenance, in the preceding five financial years, with other states of India.
4.	Technical experience:- The Bidder should have been in experience for a period of at least 5 years in repair & maintenance of Biomedical Equipment.
5.	Financial position:- The soundness of the Bidders financial position showing long term profitability demonstrated through audited annual financial statement (Balance Sheet, Income Statement etc.) for last five years.
6.	Cash flow capacity:- The Bidder should have sufficient availability of or access to liquid assets, lines of credit and other finances to meet the possible cash flow requirement which may arise during the execution of the rate contract.
7.	Litigation history:- The information regarding all pending claims, arbitration, or other litigation may be asked by the MD, RMSCL from the Bidder.
8.	Tax clearance certificates:- The VAT/ Sales Tax/ Service Tax and other taxes clearance certificates or declaration to be submitted by the Bidder. Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer or affidavit in BF-XIII.
9.	Declaration regarding qualifications under Section 7 of the Act:- Declaration regarding qualifications of the Bidder as required under Section 7 of the Act shall be given in specified format provided in Section IV, Bidding Forms.



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



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SECTION IV: BIDDING FORMS

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S. No.	Name of Bidding Forms (BF)	Pages
1.	Bank Challan Form/ Bid Security (BF-I)	
2.	Technical Bid Submission Sheet (BF-II)	
3.	Financial Bid Submission Sheet (BF-III)	
4.	Financial Bid Format (BOQ) (BF-IV)	
5.	Annual Turnover Statement (BF-V)	
6.	Statement of Past supplies and Performance (BF-VI)	
7.	Pre-stamp receipt (BF-VII)	
8.	Declaration (BF-VIII)	
9.	Memorandum of Appeal under RTPPA, 2012 (Form No. 1) (BF-IX)	
10.	Declaration by the Bidder regarding qualifications (BF-X)	
11.	Declaration by bidder (BF-XI)	
12.	Verification (BF-XII)	
13.	Bidder Capacity Declaration and Undertaking (BF-XIII)	

(To be submitted all Firms' letter head)

Technical Bid Submission Sheet (Cover A)

Date:.....

NIB No.....

To: Managing Director,
 Rajasthan Medical Services Corporation Limited,
 D-Block, Swasthya Bhawan, Tilak Marg,
 C-Scheme, Jaipur (Rajasthan) Pin. 302005
 Tel. No. 0141-2228066
 Fax No. 0141-2228065, 0141-2223887
 Email Address:- mdrmsc@nic.in

We, the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Document of NIB no.....dated.....including Addenda/Clarification No.:.....
 We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V, Schedule of repair and maintenance of biomedical equipments in Rajasthan.
2. Our Bid shall be valid for a period of 120 days from the date of technical bid opening in accordance with the Bidding Document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, validity may also be extended with mutual consent;
3. If our Bid is accepted, we commit to submit a Performance Security in the amount of 5% percent of the contract price or as specified in Bid Document for the due performance of the contract;
4. Our firm, including any subcontractors or supplier for any part of the contract, have nationalities from the eligible countries;
5. I/We are not participating, as Bidders, in more than one Bid in this bidding process, in the bidding document;
6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;
7. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
8. I/We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive;
9. I/We agree to permit the M.D., RMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the M.D., RMSCL;
10. I/We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public

Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract;

11. I/We shall fully comply with the technical Criteria for repair and maintenance of biomedical equipment as per Bid Document Section V, schedule of repair and aintenance..
12. **The following mandatory documents are uploaded on e-procurement portal along with this Technical Bid Submission Sheet. The following documents/certificates/requirements are uploaded on e-procurement portal/ fulfilled :-**

- i. Cost of bid document, processing fee and bid security;
- ii. In case of Private Limited/ Public Limited, valid Certification of Incorporation;
- iii. In case of Proprietary firm, valid Registration with Commercial Tax, Services Tax department.
- iv. Bidders shall have to submit a valid 'VAT'/ Service tax clearance certificate from the concerned Commercial Taxes Officer or affidavit in BF-XIII.
- v. The evidence of at least two (02) projects of biomedical equipments maintenance i.e. work order/ invoice. Satisfactory Performance Certificate issued by client also submitted.
- vi. The bidder should have been in experience for a period of at least 5 years in repair & maintenance of Biomedical Equipments. P.O. copy/ work order or invoices should be submitted in technical bid for the same.
- vii The average gross annual turnover of the bidder shall be as per **Table-1** for last five years (BF-VI);
- viii Duly signed scanned copy of Section VI A and VI B, as acceptance of terms & conditions;
- ix Any other documents.....

I/we understand that our bid will liable to be declared non responsive in case of any deficiency in fulfilment of above requirements on our part.

13. I/we accept all the terms, conditions and provisions of this bid document.

Name/Address.....

In the capacity or.....(Designation).....

Signed.....

Duly authorized to sign the Bid for and on behalf of.....(Name of Firm).....

Date.....

Tel:.....Fax:.....e-mail:.....

(To be submitted physically along with required fees)

Financial/Price Bid Submission Sheet (Cover B)

Date:.....

NIB No.....

To: Managing Director,
 Rajasthan Medical Services Corporation Limited,
 D-Block, Swasthya Bhawan, Tilak Marg,
 C-Scheme, Jaipur (Rajasthan) Pin. 302005
 Tel. No. 0141-2228066
 Fax No. 0141-2228065, 0141-2223887
 Email Address:- mdrmsc@nic.in

I/We, the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Document, including Addenda No.:.....;
2. I/We offer to provide Biomedical Equipment Maintenance Services through Service Provider across Rajasthan that would be accessible through a 24-hour toll free number (Centralized Call Center) with the Bidding Document and in accordance with the schedule specified in Section V, Schedule of repair and maintenance for Biomedical Equipments;
3. The prices for repair and maintenance of biomedical equipments is uploaded as in percentage electronically in BOQ on website <https://eproc.rajabsthan.gov.in> as per instructions provided;
4. The uploaded financial Bid checked, confirmed and found as per Bid instructions;
5. The copy of Challan or /DD/Banker Cheque as per ITB clause 7 with respect to Bid Security, cost of bidding document and RISL processing fee are enclosed as detailed below:-
 - (i) Bid Security.....
 - (ii) Cost of bidding document.....
 - (iii) RISL processing fee.....
6. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
7. I/We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive;
8. I/We agree to permit the M.D., RMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the M.D., RMSCL;
9. I/We accept all the terms, conditions and provisions of this bid document.

Name/Address.....

In the capacity or.....(Designation).....

Signed.....

Duly authorized to sign the Bid for and on behalf of.....(Name of Firm).....

Date.....

Tel:.....Fax:.....e-mail:.....

Financial bid for quoted item

S. N.	Name Item With full Specification(described in section V.3)	Approx Qty.	Net Rate in percentage for col. 2 (%)	Net Rate (in Rs.)	Rate of Service Tax, in percentage, if applicable (%)	Amount of Service Tax, if applicable (in Rs.)	Total rates (5+7) (in Rs.)
1	2	3	4	5	6	7	8
1.	Repair and Maintenance of biomedical equipments as per table -1	As per table-1					
			DO NOT QUOTE RATE HERE				

Note:- The Net Rate in percentage for col.2 is indicate the percentage for Estimated Total Value of biomedical Equipments as per table-1 : Rs. 221.49 Crore in BOQ.

Date

Signature

Name in Capitals
Company /Firm Seal

Note: -

1. Service component should be separately shown as percentage in column no.6 and as amount in column no.7 for further reference
2. No quantity or cash discounts should be offered.
3. Read all the terms & conditions before filling the BF-IV.
4. Please quote rates in absolute amount only.

(On Firm's letter head)

Annual turn over statement

[Ref. Clause No. 6(ix)]

The Average Gross Annual Turnover of M/s.....(Name of Firm/Bidder)..... and address for the past five years are given below and certified that the statement is true and correct:-

Sl. NO.	Financial Years	Turnover in Lakhs (Rs)
1.	2009-10	-
2.	2010-11	-
3.	2011-12	-
4.	2012-13	-
5.	2013-14	-
Total		- Rs. _____ Lakhs
Average gross annual turnover		- Rs. _____ Lakhs

Date

Signature of the bidder

Signature of Auditor/Seal

Chartered Accountant

(Name & Address.)

Tel. No.

Mob. No.

(On Firm's letter head)

Statement of past performance

I/We..... (Name of firm.....) do hereby certify that we have repair and maintenance contracts of biomedical equipments as per details given below:-

Financial year	Order placed by [full address of purchaser with telephone & fax no.]	Order No. and date	Description and total quantity equipments	Date of completion contract (As per contract)		Remarks indicating reasons for discontinue maintenance contract, if any	Was repair and maintenance work satisfactory?
In any five financial year (as per BF-VII)							

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.
2. In the case of supply of imported item i.e. spare parts the suppliers may be asked to furnish a certificate and other information to the effect that the firm has completed all the formalities including bill of entries in custom in connection with import of the item in question.

Place :

Date :

Signature of Bidder with Seal

(On Firm's letter head)

pre- stamp receipt

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

1. Name of service provider.....
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

(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
..... do declare that I/we have carefully read all the conditions and scope of
work of bid no. Dated.....including all the amendments in..... Ref.for
repair and maintenance of biomedical equipments for the year 2015-16 and accepts all conditions of
bid including amendments, if any.

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

Signature & Seal of bidder
Name & Address:

Note:- To be attested by the Notary

(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 that passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

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

6. Ground of appeal:

.....

 (Supported by an affidavit)

7. Prayer:

.....

Place

Date

Appellant's Signature

(Shall be submitted on letter head of firm)

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 repair and maintenance of biomedical equipments 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 by bidder

Date: _____

NIB No.: _____

I/We a legally constituted firm/body.....(*Name of Firm/Company with address*)..... and represented by Mr.....(*Name of Bidder/Sale proprietor/CMD/Chairman*)..... declare that I am/ we are repair and maintenance agency of biomedical equipments 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.

I/we further declare that the repair and maintenance of biomedical equipments as per table-1 shall be done as per scope of work and bid conditions with specified norms.

Signed.....

Name.....

In the capacity of.....

Duly authorized to sign the Authorization for and on behalf of.....(*Name of Service proprietor /Firm/Company*).....

.....

Tel:

Fax:

E-mail:

Date:

(Shall be submitted on letter head of firm)

Verification

I/we.....S/o.....Aged.....
year residing at Authorized Bidder/Proprietor/
 Partner/Director of Firm M/s..... Verify and confirm that the contents
 of bidding documents, its bidding forms BF-I to BF-XII and other information submitted for 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:

Mobile No.....

E-mail address.....

(On Firm's letter head)

Bidder Capacity Declaration and Undertaking

(Section VI-A-GCC-Clause No. 2.6 (viii))

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

1. I/We..... (Name of firm)..... do hereby declare that we have enough capacity to maintain repair and maintenance work of biomedical equipments of quoted item in specified in the bid as detailed below:-

S. No.	Item description	Total qty. of Equipments. (in nos.)	Capacity to maintain Biomedical Equipments During contract period (in nos.)
1	2	3	4
1	As per Table-1	As per Table-1	

2. I/We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from RMSCL.
3. I/We do hereby undertake to provide 24x7, 365 days uptime of 95% for all medical equipment in District Hospitals, CHCs and PHCs. At no point of time in a single breakdown the breakdown should not be more than 7 days from the date and time of registration of fault.
4. (a) I/We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any State Govt. or their subordinate departments from participation in bidding.
- (b) I/We do hereby declare that our company/firm has been black listed/banned/debarred by..... (Name, Address of Govt./Deptt./State) and detailed information is as given below:
- (i.) Cause of black listing/banning/Debarring.
- (ii.) For which item.....:
- (iii.) Period of black listing/banning/Debarring.
- (v.) Latest Status of black listing/banning/Debarring.
5. I/We hereby confirm that we have deposited all the VAT/Sales Tax / CST/ Service Tax as on dated with the concerned authority/department. No VAT/CST/ Service Tax is due on the firm as on dated

Signature of Authorized Signatory

Name and Signature of Bidder

Designation with seal

Place :

Date :



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



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SECTION V: SCHEDULE OF REPAIR AND MAINTENANCE

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3.	Technical Criteria of firm	
4.	Drawings	
5.	Inspections and Tests	



Rajasthan Medical Services Corporation Limited, Jaipur
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SECTION V: SCHEDULE OF REPAIR AND MAINTENANCE

Clause No.	Description
1	List of related services:
1.1	As per Section II.(1) Bid Data Sheet
2	Execution schedule of repair and maintenance:
2.1	Work orders and repair and maintenance schedule:
2.1.1	Work 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 and setup of Service Centre with all facilities, Centralize Call Centre etc within a period of 30 days from acceptance of LOI, the Procuring entity reserves the right to annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Selected Bidder shall be forfeited.
2.1.2	In any circumstances, no additional time will be given in addition to above mentioned period, as mentioned in condition No. 2.1.1 above.
2.1.3	The successful bidder acknowledges receipt of orders within 7 days from the date of dispatch of order.
2.1.4	The service provider shall be done repairing / maintenance / calibration etc. of biomedical equipments at institute level. If any situation, biomedical equipment needs to take at workshop, the service provider shall be provided alternate option for smooth and continues working.
2.1.5	To ensure sustained repair and maintenance work without any interruption, the M.D., RMSCL reserves the right to have more than one approved bidder from amongst the qualified bidders.
2.1.6	The quantities indicated in the Table-1 are mere estimates and are intended to give an idea to the prospective bidder.
2.2	Procuring entity's right to vary quantity:
2.2.1	The Procuring entity shall have the right to increase the number of Equipment beyond the present number (as per Table-1) from the date of execution of the Agreement. In the event of any such increase in the number of Equipment by the Procuring entity, the service provider shall operate and maintain the additional Equipment till the remaining term/duration of the Agreement, as part of the existing scope of work and upon the same terms and condition as specified in the Agreement.
2.3	Accept or Rejection any or all Bid:
2.3.1	Notwithstanding anything contained in this Bid, the Procuring entity reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids, at any time

	without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Procuring entity rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.
2.3.2	The Procuring entity reserves the right to reject any bid if: (a) at any time, a material misrepresentation is made or uncovered, (b) The Bidder does not provide, within the time specified by the Procuring entity, the supplemental information sought by the Procuring entity for evaluation of the Bid.
2.3.3	In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOI or entering into of the Agreement, and if the Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid, be liable to be terminated, by a communication in writing by the Procuring entity to the Bidder, without the Procuring entity being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Procuring entity may have under this Bid, the bidding documents, the Agreement or under applicable law.
2.3.4	The Procuring entity reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid. Any such verification or lack of such verification by the Procuring entity shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Procuring entity there under.
2.4	Terms of payment:
2.4.1	The payment/part payment for the repair and maintenance of biomedical equipments will be made as follows: a) 30% payment release on successfully completion six (06) months of rate contract period. b) 30% payment released on successfully completion next six (06) months of rate contract period. c) 40% payment released on successfully completion the rate contract period (18 months). All payments will be made on submission of bills and complete repair and maintenance data (every six months) verified by Committee constitute Procuring Authority at Zonal Level in proper manner by the service provider. In case of delayed services, deduction of L.D. as per provisions shall be made from payments.
2.4.2	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.
2.4.3	No advance payments towards cost of any expenses will be made to the bidder.
2.4.4	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.
2.5	Liquidated damages:
2.5.1	As per Section VI A- 10 GCC
2.6	Recoveries:
2.6.1	If any biomedical equipment is completely down during repair/ maintenance/ calibration etc or due to use of local spare parts or consumables, which was minor/ partially down, the

	service provider will be responsible. The amount (estimated value as per table-1) for repair and maintenance of biomedical equipment will be debt from performance security of service provider.
--	--

3. Technical Criteria for Bidder and required facilities

S. No.	Description
3.1	Technical Criteria for Bidder
3.1.1	The bidder should be an individual company/firm. (Consortiums or Joint Ventures are not allowed).
3.1.2	The bidder should submit Certificate of Incorporation in case of Private Limited/ Public Limited in technical Bid.
3.1.3	The bidder should have registration with Commercial Tax/ Service Tax Department and related documents should submit in technical bid.
3.1.4	The bidder should have been in experience for a period of at least 5 years in repair & maintenance of Biomedical Equipments. P.O. copy/ work order or invoices should be submitted in technical bid for the same.
3.1.5	The bidder should have at least two (02) maintenance projects of biomedical equipments maintenance in 100 bedded hospitals, in the preceding five financial years, in Rajasthan or other states of India. P.O. copy/ work order or Invoice copy and Satisfactory work performance certificate issued by client should be submitted in technical bid for the same.
3.2	Required facilities
3.2.1	The successful bidder should establish and operate an exclusive 24x7-customer care centre with accessible through "Centralized toll free number" for accepting user calls and managing the maintenance services.
3.2.2	The service provider should identify and respond to requests seeking maintenance of all Biomedical Equipment available in the district/sub district/state up to the level of Primary Health Centre (PHC) through the Complaint ID via E-Upkaran Software.
3.2.3	The service provider shall keep adequate and necessary stock of spares at all districts for resolution of service call within the stipulated time as per bid document.
3.2.4	The service provider should provide categorization of all equipment, clearly identifying critical equipment.
3.2.5	The service provider shall provide adequate and necessary vehicles to transport spares and engineers to all locations where biomedical equipments are located at district level.
	(i) Bidders are requested to send with bid, printed descriptive literature of the Company profile.
	(ii) If Bidder have rate contract for repair & maintenance of biomedical equipments with any other Govt. institutions in preceding five years, he may be asked to provide copies of purchase/work orders, invoices and rate contract.

4. Drawings, if any.

5. Inspection and Tests.

Clause No.	Description
5.1	Inspection of facilities and quality of service:
5.1.1	The customer care centre, service centre equipments and quality of service at medical institute shall be according to points mentioned at Section II, Bid Data Sheet clause 1 (Introduction: Project Objectives or Scope of work) and Section V, schedule of repair and maintenance clause 3 (Technical Criteria for bidder and required facilities) shall be inspected by the Biomedical Engineers (RMSCL employees)/ committee as mentioned in the work order or amended thereafter by competent authority.
5.1.2	In case of doubts in inspection related to facilities or quality of services or both, the service provider shall resolve all the gaps within specified time period, provided by Biomedical Engineers (RMSCL employees)/ committee as mentioned in the work order or amended thereafter by competent authority. A re-inspection may be done after specified time period. If service provider does not maintain gaps or doubts in specified time period then the service provider shall be responsible for this.



Rajasthan Medical Services Corporation Limited, Jaipur
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SECTION VI A: GENERAL CONDITIONS RATE CONTRACT (GCC)

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



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SECTION VI A:-GENERAL CONDITIONS RATE CONTRACT (GCC)

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:-

Clause No.	Description
1.	Definitions: The following words and expressions shall have the meanings hereby assigned to them: ' Act '. Means the Rajasthan Transparency in Public Procurement Act, 2012. ' Rules ' Means the Rajasthan Transparency in Public Procurement Rules, 2012. ' Completion ' Means the fulfilment of the repair & maintenance Services by the service provider in accordance with the terms and conditions set forth in the contract. " Contract " Means the Agreement entered into between the Procuring Entity and Service provider, together with the contract documents referred to therein, including all attachments, appendices, criteria and codes and all documents incorporated by reference therein. " Contract Documents " Means the documents listed in the Agreement, including any amendments thereto. " Contract Price/Rate " Means the price payable to the service provider as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract. " Day " Means calendar day. " GCC " Means the General Conditions of rate Contract. " SCC " Means the Special Conditions of rate Contract". " Procuring Entity " Means the Entity purchasing the Goods and Related Services, M.D., RMSCL or as specified in the SCC. " Subcontractor " Means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the supplier. " Service provider " Means the natural person, private or government entity, or a combination of the above, whose Bid to perform the contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the supplier.
2.	General terms:
2.1	Bids are invited from Repair and maintenance agency/ company for biomedical equipments. It should be an individual agency/ company (Consortiums or Joint Ventures are not allowed). (Bidder shall submit declaration in BF-VIII, BF-X and BF-XI)
2.2	E-bid shall be submitted up to 1.00 PM on dated 04.01.2016 as per schedule (col. no. 4) to M.D., Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the supply through rate contract. At any time prior to the date of submission of bid, Bid Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account

	in preparing their bid, Bid Inviting Authority may at his discretion, extend the date and time for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the Bid Inviting Authority.
2.3	The bidder should have average gross annual turnover as per Table-I, for the preceding five financial years to be eligible to participate in the bid.
2.4	Repair & maintenance service shall be made directly to medical institute by the service provider.
2.5	Bid shall be submitted to M.D., Rajasthan Medical Services Corporation, Rajasthan, Jaipur through https://eproc.rajasthan.gov.in .
2.6	<p>The bidder shall submit following certificates along with the bid the:-</p> <p>(i) Bid security, cost of bid document and processing fee shall be deposited through separate prescribed challans (format enclosed in BF-I) 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).</p> <p style="text-align: center;">OR</p> <p>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 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 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 and are non refundable.</p> <p>(ii) If bidder is Private Limited/ Public Limited company, certificate of Incorporation should be submitted in technical Bid.</p> <p>(iii) Firm should submit copy of the registration with Central Tax Department/ Service Tax Department, as per provisions of respective Act/ Rules.</p> <p>(iv) The average annual turnover statement for preceding five financial years expired on March 31st, signed by the bidder, duly verified by the C.A. and attested by notary public.</p> <p>(v) Copies of annual accounts (Balance Sheet & Profit & Loss statements) certified by the auditors for the preceding three financial years may also be asked.</p> <p>(vi) Duly self attested copy of latest Sales Tax/VAT/Service Tax clearance certificate (up to 31.03.2014) from the Commercial Tax Officer of the circle concerned, from where supplies will be affected, shall be submitted.</p> <p>(vii) The declaration from the bidder regarding qualifications.(BF-X)</p> <p>(viii) A combined undertaking/declaration regarding capacity to maintain repair and maintenance services of biomedical equipments installed at various institutions, that the bidder is not black listed or banned or debarred by central or any state government or its append gages, on Non-Judicial stamp-paper of Rs. 200/- in prescribed format (BF-XIII), duly notarized in the bid.</p> <p>The following documents are mandatory and shall be uploaded on e-procurement portal along with Technical Bid Submission Sheet. If the following documents/certificates/requirements are not uploaded on portal/ full filled , the bid will liable to be declared non responsive:-</p> <p>i. Cost of bid document, RISL processing fee and bid security;</p> <p>ii. In case of Indian company/agency copy of the registration with Central Excise Department/ Service tax department , as per respective Act/ Rules.</p> <p>iv The average gross annual turnover of the bidder shall be as per Table-1 for last five</p>

	<p>years (BF-VI).</p> <p>v Declaration by the Bidder Regarding Qualifications (BF-VIII).</p> <p>vi. The bidder should have been in experience for a period of at least 5 years in repair & maintenance of Biomedical Equipments. P.O. copy/ work order or invoices should be submitted in technical bid for the same.</p> <p>vii. The bidder should have at least two (02) maintenance projects of biomedical equipments maintenance in 100 bedded hospitals, in the preceding five financial years, in Rajasthan or other states of India. P.O. copy/ work order or Invoice copy and Satisfactory work performance certificate issued by client should be submitted in technical bid for the same</p> <p>viii. Bidders shall have to submit a valid 'VAT'/ Service tax clearance certificate from the concerned Commercial Taxes Officer or declaration and the 'PAN' issued by Income Tax Department. .</p> <p>ix Duly signed scanned copy of Section VI A and VI B or BF-VIII, as acceptance of terms & conditions;</p> <p>PLEASE ALSO NOTE THAT: -</p> <p>(A) All the above mentioned documents must be submitted duly signed on each page and self attested.</p> <p>(B) All attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, translated version of the same, in Hindi or English, duly signed and attested by authorized translator must be submitted along with copy of original document.</p> <p>(E) The bidder may be asked to submit its annual accounts (Profit & Loss account & Balance Sheet etc.) for verification.</p>
2.7	Financial Bid duly filled in (BF-IV/BOQ) giving the rates for repair and maintenance of biomedical equipments mentioned in table-1 should be submitted through the portal " https:// eproc.rajasthan.gov.in (Format (BOQ)) ". The rate should not be disclosed in the technical bid.
2.8	<p>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 on or 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).</p> <p>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.</p>
2.9	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) (BF-IV) .
3	Bid Security:
	<p>(i) Bid shall be accompanied with a bid security at the rate of 2% of the likely value of the indicative quantity or Rs. 5,00,000.00 (Rs. Five Lakh), whichever is less, for whole bid catalogue/each item(as per Table-1). Bids submitted without sufficient bid security will be summarily rejected.</p> <p>(ii) The bid security of bidder shall be refunded after the earliest of the following events, namely:-</p>

	<p>(a) the expiry of validity of bid security;</p> <p>(b) the execution of agreement for repair and maintenance of biomedical equipments and performance security is furnished by the successful bidder;</p> <p>(c) the cancellation of the repair and maintenance of biomedical equipments process; or</p> <p>(d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.</p> <p>Bidder should produce a pre stamp receipt as per BF-VII with the bid document for that purpose.</p> <p>(iii) The bid security 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.</p> <p>(iv) In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and bid security may be forfeited. Bidder/his representative may also be banned/ debarred. Report with police station may also be filed against such bidder/his representative.</p>
4	Forfeiture of bid security:
	<p>The bid security will be forfeited if:</p> <p>(i) The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid,</p> <p>(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),</p> <p>(iii) The bidder does not deposit the 'performance security' after the supply order is placed/requested for signing the agreement,</p> <p>(iv) The bidder fails to commence the repair & maintenance of biomedical equipments as per work order within the time prescribed or as per Section II.(1) Bid Data Sheet,</p> <p>(v) The Bidder fails during inspection by technical committee of Two successful working projects claimed by the bidder.</p> <p>(vi) The bidder violates any of the terms & conditions of the bid document.</p>
5	Comparison of rates:
	<p>(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.</p> <p>(ii) The net rate must be inclusive of all sales and service charges by way of packing, forwarding, incidental or transit charges, including setup and maintain customer care centre and call centre, transportation charges of spares parts or engineers/technicians, tools, any expenses during movement of engineers/technicians and any other levies or duties etc. on the subject matter of repair and maintenance, except <i>VAT/ CST/ Service Tax</i>.</p> <p>(iii) Any type of 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 (BF-IV). In the event of any subsequent variation (increase or decrease) in the rate of any duty, <i>VAT/ CST/ Service Tax</i> by the government (state or central), the same will be admissible accordingly.</p> <p>(iv) 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.</p> <p>(v) 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</p>

	<p>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.</p> <p>(vi) 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.</p> <p>(vii) (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.</p> <p>(viii) 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.</p>
7	<p>Performance Security (P.S.) and agreement:</p> <p>(i) The successful Bidder shall submit the original copy of Bid document signed on each page (<i>As has been uploaded on e-procurement portal</i>) at the time of agreement.</p> <p>(ii) The period of rate contract shall be 18 months from the 1st. day of next month of agreement signing month. 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.</p> <p>(iii) 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. 10,00,000.00 (Ten 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.</p> <p>(iv) 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.</p> <p>(v) 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.</p> <p>(vi) 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).</p> <p>(vii) 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.</p>

	<p>(viii) 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.</p> <p>(x) The Corporation will pay no interest on bid security or performance security amount.</p> <p>(xi) 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.</p> <p>(xii) The bidder shall furnish the following documents at the time of execution agreement:-</p> <p style="padding-left: 40px;">(i) Registration Number and year of registration</p> <p>(xiii) Address of residence and office, telephone numbers, in case of Sole Proprietorship with</p> <p style="padding-left: 40px;">(i) Registration issued by Registrar of Companies, in case of Company,</p> <p>(xiv) 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.</p> <p>(xv) Public Sector Undertakings need not to furnish amount of Security Deposit.</p> <p>(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.</p>
8	Work Orders:
	<p>(i) Work 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 30 days or as specified in the supply order.</p> <p>(ii) The successful bidder acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to repair and maintenance of biomedical equipments..</p> <p>(iii) To ensure sustained repair and maintenance of biomedical equipments without any interruption, the M.D., RMSCL reserves the right to have more than one approved service provider from amongst the qualified bidders. In such a case, the quantity of equipments may be dividing among the R/C holders considering the quantity mentioned in table-1.</p> <p>(iv) 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 maintain any of the articles and the quantities shown therein 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.</p>
9	Terms of payment:

	<p>(i) The payment/part payment for the repair and maintenance of biomedical equipments will be made as follows:</p> <ol style="list-style-type: none"> 30% payment release on successfully completion six (06) months of rate contract period. 30% payment released on successfully completion next six (06) months of rate contract period. 40% payment released on successfully completion the rate contract period (18 months). <p>All payments will be made on submission of bills and complete repair and maintenance data (every six months) verified by Zonal Biomedical Engineer (RMSCL Employee) in proper manner by the service provider. In case of delayed services, deduction of L.D. as per provisions shall be made from payments.</p> <p>(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.</p> <p>(iii) No advance payments towards cost of items will be made to the bidder.</p> <p>(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.</p> <p>(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.</p> <p>(vi) In case of any enhancement in Any 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.</p> <p>(vii) In case of successful bidder has been enjoying any 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.</p> <p>(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.</p>
10	Liquidated damages:
	<p>(i) As per point 1-(i) of Section-II (Introduction: Project Objectives or Scope of work), while managing the prescribed limits of downtime, the service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 48 hours of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 4 days, the following penalty would apply to every extra day beyond 4 days:</p>

	<p>(a) For equipment whose declared asset value is below Rs.10,000 - a penalty of Rs.300 every extra day beyond 4 days</p> <p>(b) For equipment whose declared asset value is above Rs.10, 000 but below Rs. 100,000- a penalty of Rs.500 every extra day beyond 4 days</p> <p>(c) For equipment whose declared asset value is above Rs.100, 000 but below Rs. 100, 00, 00- a penalty of Rs.1000 every extra day beyond 4 days</p> <p>(d) For equipment whose declared asset value is above Rs.100, 00, 00- a penalty of Rs.3000 every extra day beyond 4 days</p> <p>(ii) If the service provider requires an extension of time in completion of maintenance within prescribed time limit 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.</p>
11	Inspection:
	As per point 5 of Section V (Schedule of repair and maintenance)
12	Rejection:
12.1	<p>Notwithstanding anything contained in this bid, the procuring entity reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.</p> <p>The Authority reserves the right to reject any bid if:</p> <p>(i) At any time, a material misrepresentation is made or uncovered,.</p> <p>(ii) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.</p>
12.2	<p>(iii) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and notwithstanding anything to the contrary contained in this bid, be liable to be terminated, by a communication in writing by the procuring entity to the Bidder, without the procuring entity being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the bidding documents, the Agreement or under applicable law.</p> <p>(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.</p> <p>(iv) The Bidder shall be responsible for all repair and maintenance work of biomedical equipments at medical institute level to the consignee. No extra cost on such account shall be admissible for repair and maintenance work of</p>

	biomedical equipments.
13	User Training
	<p>(i) A trained representative of the maintenance Service Provider shall be available during installation, Commissioning and associated trainings provided by the suppliers of new equipment during all new installations and commissioning.</p> <p>(ii) The service provider shall arrange for periodic user trainings of all equipment not less than twice a year irrespective of the equipment being within/outside the warranty period.</p>
14	Condemnation of Biomedical Equipments
	<p>(i) The service provider shall identify and recommend biomedical equipments for condemnation in every 06 months during rate contract period as per based on following points:-</p> <p>a) If equipment is an obsolete model or spare parts unavailability.</p> <p>b) If equipment is frequently breakdown after proper repair and maintenance.</p> <p>(ii) A condemnation committee appointed by the approved authority at the Zone level shall confirm and finalize condemnation of biomedical equipments as per respective norms.</p> <p>(iii) For condemnation of Radiological devices, approval from appropriate authority must be taken and condemnation be done as per guidelines issued by the appropriate authority</p>
15	Correction of arithmetic errors:
	<p>Provided that a financial bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <p>(i) 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.</p> <p>(ii) 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.</p> <p>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.</p>
16	Procuring entity's right to vary quantity:
	<p>(i) The Authority shall have the right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the procuring entity, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given contract period and the monetary value for the maintenance of the added equipment shall be included in the subsequent years, as part of the existing scope of work and upon the same terms and condition specified in the Agreement.</p>
17	Parallel rate contract:
	<p>The corporation may also execute parallel rate contract to with more than one firm for biomedical equipments mentioned at table-1 on the lowest approved rates on the same terms & conditions :</p> <p>(i) To ensure sustained maintenance of biomedical equipments without any interruption, the Bid Inviting Authority reserves the right to approve more than one service provider for repair and maintenance of biomedical equipments among</p>

	<p>the qualified Bidders.</p> <p>(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.</p> <p>(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.</p> <p>(iv) 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.</p> <p>(v) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc.) of rates (L-1 rate).</p> <p>(vi) 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.</p>
18	VALIDITY OF BID:
	Bids shall be valid for a period of 120 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid security shall not be forfeited.
19	Price escalation:
	Price Escalation or Price Variation shall not be applicable or considered under any circumstances for repair and maintenance of biomedical equipments in this bid or agreement. However, the provisions provided for tax variations are exclusive to this clause.
20	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.
21	Comprehensive Maintenance Contract (CMC):
	Not applicable.
22	Grievance redressal during procurement process:
	<p>(i) The Designation and address of the First Appellate Authority is Secretary, (MD, NHM), Department of Medical & Health, D-Block, Swasthya Bhawan, or as decided by the Govt. of Rajasthan.</p> <p>(ii) The Designation and address of the Second Appellate Authority is Principal Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan Room No 5213, 2nd Floor, Secretariat, and Chairman, RMSCL, Jaipur or as decided by the Govt. of Rajasthan.</p> <p>(iii) 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,</p>

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.

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.

- (iv) 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.

(v) **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.

(vi) **Form of Appeal**

- (a) An appeal under Para (1) or (3) above shall be in the Form (BF-XV) 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.

(vii) **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.

(viii) **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

	<p>relating to the matter.</p> <p>(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.</p> <p>(d) The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.</p>
23	<p>Compliance with the code of integrity and no conflict of interest:</p> <p>Any person participating in a procurement process shall-</p> <ol style="list-style-type: none"> 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; Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; Not indulge in any collusion, Bid rigging or any-competitive behavior to impair the transparency, fairness and progress of the procurement process; Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; 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; Not obstruct any investigation or audit of a procurement process; Disclose conflict of interest, if any; and 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. <p>Conflict of Interest:-</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> Have controlling partners/shareholders in common; or Receive or have received any direct or indirect subsidy from any of them; or Have the same legal representative for purposes of the Bid; or 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 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 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 <p>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</p>
24	<p>Dispute settlement mechanism:</p>

	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 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.
25	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.
26	<p>(i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their bids.</p> <p>(ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if :-</p> <p>(a) fails to execute a contract or fails to execute it satisfactorily ;</p> <p>(b) no longer has the technical staff or equipment considered necessary ;</p> <p>(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 ;</p> <p>(d) The firm is suspected to be doubtful loyalty to state.</p> <p>(e) The State Bureau of Investigation (SBI) or any other investigating agency recommends such a course in respect of a case under investigation.</p> <p>(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.</p>
27	No action on the letter head of the Bidder /firm regarding any complaints against the Corporation will be considered unless the letter head bears the signature of the Bidder or the authority higher than the bid signatory of the firm.
28	<p>(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.</p> <p>(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.</p>
29	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.
30	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 Table-1 is also reserved by the M.D., RMSC Ltd., Rajasthan, Jaipur.
31	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
32	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 BF-VIII shall be treated as acceptance all the terms and conditions of the bid document.
33	The Purchase Committee of RMSC may relax or change/ modify terms and conditions in

	the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall also be got approved from Board of Directors of RMSCL if the bid is under board competency.
34	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.

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



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

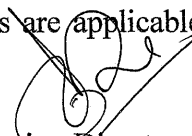
E-Mail - edepmrm-sc-rj@nic.in

SECTION VI B: SPECIAL CONDITIONS RATE CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clauses of special conditions of rate contract are as follows:-

Clause No.	Particulars
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) in https://eproc.rajasthan.gov.in , should be submitted in Cover "B" otherwise bid will not be considered.
2.	Conditional bids will not be considered.
3.	The bidder should quote rates in Indian rupees and payment will be made in Indian rupees (INR) only.
4.	All certificates should be valid on the date of submission of bids and issue of supply order.
5.	The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.
6.	Any other, if required.

Applicability of clauses: All the clauses from 1 to 34 of general terms and conditions and from 1 to 6 of special terms and conditions and their annexure, formats & enclosures are applicable for the bid 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 bid document

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 -edepmrmsc-rj@nic.in

SECTION VI C: CONTRACT FORMS (CF)

Table of contents

S.No.	Description	Pages
1.	Letter of Acceptance (CF-I)	
2.	Agreement Form (CF-II)	
3.	Schedule of Rates (CF-III)	
4.	Performance Security/Bank Guarantee (CF-IV)	
5.	Schedule of Rates (CF-VIII)	



**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

LETTER OF ACCEPTANCE

M/s

.....

.....

.....

Sub: - Acceptance of the bid rate for repair & maintenance.

Ref :- Your bid no. dated

1. The rate (s) as per schedule enclosed/ noted/ is/ are/ approved for repair and maintenance of biomedical equipments in Rajasthan as 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 an 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 indicative quantity of equipments mentioned in the bid works out to Rs. (Rs. Only)
2. The performance security shall be furnished to Managing Director, Rajasthan Medical Services Corporation Ltd., Jaipur, :-

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 and submit original copy of deposit slip, or Bank Drafts/Bankers cheque of a scheduled bank, or Bank guarantee (B.G.).

3. All terms and conditions of the Bid document shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for repair and maintenance 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 sent duly completed in all respect along with the amount as mentioned above failing 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.
4. The quantity of equipments may be checked and in case there is any difference between your offer and the approved rate, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.
5. Please note that self attested/notarized copies of documents shall be considered valid. If photocopies are submitted, then at the time of signing the agreement, the firm shall bring original documents for confirmation.

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

(i) **The original copy of Bid document signed on each page, which has been uploaded on e-procurement portal.**

8. 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. Any other

Executive Director (EPM)
Rajasthan Medical Services Corporation
Jaipur

AGREEMENT

1. This deed of agreement is made on this day of2015 for the rate contract period 2015-16
2. ending of equipments for repair & maintenance 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 service provider”, 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 service provider has agreed with the Procuring Entity, the repair & maintenance of equipments with specified in the Schedule attached here to at the price noted here in and in the manner and under the terms and conditions here in after mentioned to the RMSC of the State of Rajasthan at its head office as well as at offices/consignees throughout Rajasthan, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **column No. --** - (Approved Rate-----) of the said attached schedule.
3. And where as the approved supplier has deposited with the Procuring Entity a sum of **Rs.-----** **(In words Rs.-----only)** as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,
 - (i) The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipments, instruments and other supplies for Rajasthan Medical Services Corporation Ltd for the year 2012-13, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (ii)
 - (a) The agreement if for the supply by the Supplier to the Procuring Entity of equipments, instruments and other supplies specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.
 - (b) The Agreement shall be deemed to have come into force with effect from the dateand it shall remain in force for a period of eighteen months or as for extended period.
 - (c) The indicative quantity noted against each item in the table-1 attached hereto indicates only the probable total requirements of the Procuring Entity in respect of each item for the placement of supply orders. This quantity may increase or decrease at the

discretion of the Procuring Entity. The supplier shall supplies for the equipments, instruments and other supplies on the basis of the supply orders placed to supplier from time to time by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of Rajasthan. As mentioned in bid document.

4. Now these Presents witness:

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

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

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

6. (i) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful Bidder shall arrange supplies Within the period on receipt of order from the procuring entity.
- (ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply :-

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

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

- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

- (i) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.

7. Termination of contract on breach of condition

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

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

(c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.
- (ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.
- (iii) Notice etc. in writing
All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.
- (iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of "custom" or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.

- (v) Bankruptcy of the supplier:- In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.
- (vi) Serving of notice on supplier:- All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

8. Dispute settlement:-

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

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

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the 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.

- 9. If the rates of the approved items are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify RMSCL and reduce the rates in the same proportion.
- 10. The Firm shall furnish consolidated statement of supplies made, in **BF-XI** to ED (EPM),RMSC by the 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, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.

12. Jurisdiction:

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

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

E-Mail – edepmrmsc-rj@nic.in

M/s

S. No	Cat. No.	Name of work	Total quantity of equipments (in nos.)	Approved Rate (Rs.)
1	2	3	5	6

ED(EPM)
Rajasthan Medical Services Corporation
Jaipur

(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 service provider") for (Name of item) here-in-after called "the said agreement" under which the Service provider(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..... Service provider(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 Service provider(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 Service provider 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 Service provider(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 Service provider(s) or for any forbearance act or omission on the part of the RMSCL or any indulgence by the RMSCL to the said Service provider(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 Service provider.
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 Service provider 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 Service provider.
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

Major points of bidding document:-

S. No	Reference Rule/ Condition	Proposed Modifications	Remark
01	RTPPR-29	R.C. Period 18 months. The period of rate contract shall be Eighteen months from the 1st. day of next month of agreement signing month.	
02	Bid Security-RTPPR-42 & GCC-3	2 % of the indicative quantity or maximum Rs. 2,00,000.00, whichever is less or as mentioned in Table-1	
03	Performance Security RTPPR-75 & GCC-10	Performance security @5 % of the value of the indicative quantity in the bid subject to a maximum Rs. 5.00 lacs for each item .	