

RAJASTHAN MEDICAL SERVICES CORPORATION

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

BID FORM



॥सर्वे सन्तु निरामयाः॥

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

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

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

E-Mail – rmisc@nic.in
edepmrmisc-rj@nic.in

No. F-8(M1/)RMSC/EPM/R.C. 13-14/NIT No.-18/2013/343

Dated: 08/02/2013

NOTICE INVITING Bid (NIB)

1. E-Tenders are invited from Manufacturers & Direct Importers only in prescribed form for the Rate Contract and Supply of Instruments/equipments/Items for the R.C. period 2013-14 as per following 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
08/02/2013 from 11.00 A.M.	19/02/2013 at 3.00 P.M.	14/03/2013 upto 6.00 P.M.	15/03/2013 Upto 1.00 P.M.	15/03/2013 From 3.00 P.M.

2. Detailed particulars of the list of equipment required, bid documents & specifications of items/equipment may be seen on the govt. of Rajasthan Public Relations Department's Website-"[www.dipronline. Org](http://www.dipronline.Org)." or www.rmisc.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.
3. The tender shall only be submitted through e-procurement portal. <https://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Tenders shall not be accepted in physical form in any condition.
4. The Tender form fee Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) downloaded from the website, EMD as applicable in tender condition and processing fee of Rs.1000.00 of R.I.S.L. shall be deposited through three separate prescribed challans (format enclosed in Annexure- 1) in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country. The bidders shall submit/upload scanned copy of all the challans in Technical Bid (Cover-A).
5. A Pre-Bid Meeting will be held as per **column no. 2** of the above schedule, at 03.00 PM 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 tender conditions/ Catalogue can be done. **Tenders should be submitted on e-portal after Pre-Bid meeting after including all the Clarifications/Modifications/Amendments. Corrigendum shall be the integral part of terms & conditions of tender document duly signed by the bidder. Corrigendum should also be attached with bid document.**

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

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

राजस्थान चिकित्सा सेवा निगम, जयपुर

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

No. F-8(M1/)RMSC/EPM/R.C. 13-14/NIT No.-18/2013/343

Dated: 08/02/2013

निविदा सूचना :-

औजार/उपकरण/आईटम उपलब्ध कराये जाने हेतु विभागीय दर संविदा एवं आपूर्ति के लिये (दर संविदा अवधि 2012-14) विनिर्माताओं/सीधे आयातकर्ताओं से ई-निविदायें आमंत्रित की जाती हैं। जिसका विवरण निम्नानुसार है:-

बिड फार्म बिक्री प्रारम्भ की तिथि एवं समय	प्री-बिड की तिथि एवं समय	बिड फार्म बिक्री की अन्तिम तिथि एवं समय	बिड फार्म प्राप्ति की अन्तिम तिथि एवं समय	तकनीकी बिड खोलने की तिथि एवं समय
1	2	3	4	5
08/02/2013 from 11.00 A.M.	19/02/2013 at 3.00 P.M.	14/03/2013 upto 6.00 P.M.	15/03/2013 Upto 1.00 P.M.	15/03/2013 From 3.00 P.M.

1. निविदा का विस्तृत विवरण (उपकरणों की सूची, तकनीकी स्पेसिफिकेशन एवं निविदा शर्तों) जन सम्पर्क निदेशालय राजस्थान सरकार की वेब साईट-"www.dipronline.org." or www.rmssc.nic.in or sppp.raj.nic.in or https://eproc.rajasthan.gov.in पर या कार्यकारी निदेशक (ईपीएम), राजस्थान चिकित्सा सेवा निगम, डी-ब्लॉक, स्वास्थ्य भवन, सी-स्कीम, जयपुर में देखी जा सकती है।
2. निविदाएँ केवल राजस्थान सरकार के ई-प्रोक्योरमेन्ट पोर्टल <https://eproc.rajasthan.gov.in> के माध्यम से ही प्रस्तुत की जावे। फर्मों की निविदायें कार्यालय में स्वीकार नहीं की जायेगी।
3. निविदा शुल्क राशि रु. 2000 (रु. 1000.00 राजस्थान की एस.एस.आई. यूनिट के लिये), प्रोसेसिंग फीस की राशि रु. 1000/- एवं अमानत राशि (निविदा की शर्तों के अनुसार निविदा के लिए देय) निर्धारित चालान के माध्यम से (निर्धारित प्रारूप परिशिष्ट-..... पर उपलब्ध है) राशि, Account no. 2246002100024414 भारत के पंजाब नेशनल बैंक की किसी भी शाखा में जमा कराई जा सकती है। उक्त शुल्क राशियों के जमा के चालान की प्रतियां निविदा के साथ कवर-'ए' में संलग्न कर, स्कैन कर ई-पोर्टल के माध्यम से प्रस्तुत करें।
4. प्री-बिड मीटिंग का आयोजन, कान्फ्रेंस हॉल, डी-ब्लॉक, राजस्थान चिकित्सा सेवा निगम, स्वास्थ्य भवन, राजस्थान जयपुर में उपरोक्त वर्णित तालिका के कॉलम नं०- 2 के अनुसार अपरान्ह 03.00 बजे किया जायेगा। तदोपरान्त निविदा शर्तों/तकनीकी स्पेसिफिकेशन में आवश्यक होने पर परिवर्तन किये जा सकते हैं। प्री-बिड मीटिंग के परिणाम स्वरूप होने वाले परिवर्तनों/संशोधनों के पश्चात् ही निविदाएँ इस कार्यालय को भेजने की कार्यवाही करें। निविदादाता प्री-बिड की तिथि पश्चात् (प्री-बिड के संशोधनों सहित) ही निविदा/बिड प्रस्तुत करें।

नोट:- प्री-बिड बैठक उपरान्त आईटमो के तकनीकी स्पेसिफिकेशन अथवा निविदा शर्तों में कोई संशोधन किया जाता है तो वह विभागीय वेबसाइट www.rmssc.nic.in, sppp.raj.nic.in एवं <https://eproc.rajasthan.gov.in> पर ही अपलोड किया जायेगा, जिसे समाचार पत्रों में प्रकाशन नहीं कराया जायेगा। अतः तदनुसार संशोधनों सहित ही अपनी निविदा प्रस्तुत करें।

Sd/-

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

निविदा के सामान्य अनुदेश

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

- 1 निविदा दस्तावेज की शर्तों का सावधानी पूर्वक एवं सुक्ष्मतः अध्ययन करे।
- 2 निविदा की शर्तों के तहत आवश्यक प्रमाण पत्र/लाइसेंस/दस्तावेज, पूर्ण तथा आदिनांक तक के होने चाहिए।
- 3 ई-निविदाएं राजस्थान सरकार के ई-प्रोक्योरमेन्ट के वेब पोर्टल पर ही प्राप्त की जायेंगी। निविदा शुल्क राशि रु. 2000 (रु. 1000.00 राजस्थान की एस.एस.आई. यूनिट के लिये), प्रोसेसिंग फीस के रूप में राशि रु. 1000/- एवं अमानत राशि, तीन पृथक निर्धारित चालानों (प्रारूप परिशिष्ट-..... पर उपलब्ध है) से पंजाब नेशनल बैंक की भारत की किसी भी शाखा में, जमा कराई जानी है। उक्त शुल्क राशियों के जमा के चालानों की प्रतियां निविदा के साथ कवर-‘ए’ में संलग्न कर ई-पोर्टल <https://eproc.rajasthan.gov.in> के माध्यम से ही प्रस्तुत करें।
- 4 निविदा फार्म शुल्क, आरआईएसएल फीस एवं अमानत राशि प्रत्येक निविदा के लिए पृथक-पृथक देय है। निविदा फार्म शुल्क, आरआईएसएल फीस की राशि प्रतिदाय नहीं होगी।
- 5 निविदाएं, निविदा शर्तों एवं शरायतों के विषय में जानकारी www.dipronline.Org or www.rmssc.nic.in or <https://eproc.rajasthan.gov.in> or sppp.raj.nic.in या कार्यकारी निदेशक (ईपीएम), राजस्थान चिकित्सा सेवा निगम, डी-ब्लॉक, स्वास्थ्य भवन, सी-स्कीम, जयपुर से प्राप्त की जा सकती है। तकनीकी एवं वित्तीय बिड ई-प्रोक्योरमेन्ट पोर्टल के माध्यम से ही प्रस्तुत की जावें।
- 6 निर्धारित दिनांक एवं समय के पश्चात् प्राप्त निविदाओं पर विचार नहीं किया जावेगा।
- 7 प्री-बिड मीटिंग का आयोजन राजस्थान चिकित्सा सेवा निगम, के कान्फ्रेंस हॉल, डी-ब्लॉक, स्वास्थ्य भवन, राजस्थान जयपुर में वर्णित तालिका के कॉलम सं0-2 में अंकित दिनांक को अपराह्न 3.00 बजे से किया जायेगा। निविदा शर्तों, शरायतों एवं तकनीकी स्पेसिफिकेशन के सम्बन्ध में अभ्यावेदन प्री-बिड मीटिंग से 3 कार्य दिवस पूर्व तक इस कार्यालय में प्रस्तुत करें। प्री-बिड मीटिंग में हुए विचार-विमर्श के संदर्भ में अद्यतन अभ्यावेदन प्री-बिड मीटिंग की दिनांक के पश्चात् अधिकतम 2 दिवस तक ही स्वीकार किये जायेंगे, इसके पश्चात् प्राप्त अभ्यावेदनों पर विचार नहीं किया जायेगा। प्री-बिड मीटिंग पश्चात् निविदा शर्तों/तकनीकी स्पेसिफिकेशन में, आवश्यक होने पर संशोधन एवं परिवर्तन किये जा सकते हैं। प्री-बिड मीटिंग के परिणाम स्वरूप होने वाले स्पष्टीकरणों/परिवर्तनों/संशोधनों के पश्चात्, इन संशोधनों सहित ही निविदादाता अपनी निविदाएं ई-पोर्टल पर अपलोड करें।

General Instruction for Tender

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

- 1 Go through the conditions of the document carefully and meticulously.
- 2 Certificates/License/Documents which are required, should be complete and updated.
- 3 Tender forms can be downloaded from **[https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in)**. The bid form fee Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) downloaded from the website, EMD as applicable in tender condition and processing fee of Rs.1000.00 of R.I.S.L. shall be deposited through three separate prescribed challans (format enclosed in annexure-.....) in any **branch** of the **Punjab National Bank, Account no. 2246002100024414 throughout country**. The bidders shall submit scanned copy of all the challans in Technical Bid through **<https://eproc.rajasthan.gov.in>** (Cover-A).
- 4 Tender form fees, RISL Fees & earnest money should be submitted separately for each tender. Tender Form Fees and RISL Processing Fees are Non-refundable.
- 5 The annual turnover shall be more than **Rs. 2.00 crore** (For SSI units of Rajasthan **Rs. 50.00 lacs**) for consecutive last three years. The turn over statement duly certified and signed by Chartered Accountant & Attested by Notary Public shall be submitted along with bid. Failing to Specified document bid will be rejected. Distributors/Suppliers/Agents/Loan Licensees are not eligible to participate in the tenders.
- 6 Tender form must be as per Terms & Conditions & submitted properly through e-procurement portal, Cover-A for Technical Bid & Cover-B for Financial Bid (BOQ) separately.
- 7 Tender received after prescribed **date and time** will not be considered
A Pre-Bid Meeting will be held on as per schedule (**Col. – 2**) **at 3.00 PM** 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 tender. The issues to be raised during pre-bid meeting should be referred by the bidder to E.D. (EPM), RMSC, Jaipur, in writing at least three days before the pre-bid meeting, so that these could be properly scrutinized. Representation regarding issues and queries which discussed in pre bid meeting shall be submitted within two days after pre bid. Representation received after two days of pre bid shall not be considered. Necessary Corrigendum/Modification/Clarification in the tender and specification, may be issued after pre-bid meeting. if required, Please note that bids should be submitted after Pre-Bid meeting with incorporating the Corrigendum/ Modification/ Clarification, if any.
- 9 Correspondence with the corporation regarding these tender issues, the authorized signatory of the firm shall only be entertained.

TABLE-I
List of Equipment & Instruments

S. No.	Code No.	Name of Equipment & Instruments (Catalogues)	Indicative Quantity (In no.)	Average annual turnover for last three financial years
1.	LEA006	THREE PART AUTOMATIC HEMATOLOGY ANALYZER (BLOOD CELL COUNTER)	495	2.0 Crore
2.	LEA007	FIVE PART DIFFERENTIAL HEMATOLOGY ANALYZER (BLOOD CELL COUNTER)	141	2.0 Crore
3.	LEA008	SEMI AUTO BIO CHEMISTRY ANALYZER :	348	2.0 Crore
4.	LEA009	(C) FULLY AUTOMATED CLINICAL CHEMISTRY ANALYZER (MEDIUM SPEED) :	291	2.0 Crore
5.	LEA009	(D) FULLY AUTOMATED CLINICAL CHEMISTRY ANALYZER (HIGH SPEED) :	5	2.0 Crore

Note:- The above estimated quantities are only indicative and may vary substantively. Quantity/Capacity commitment of the firm in ANNEXURE-E and clause-18 may be considered for placement of supply orders. The above estimated quantities are only indicative for executing rate contract for a specified period. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any clam or compensation. No minimum quantity is guaranteed.

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

(Bid form is non- transferable)
BID FORM FOR RATE CONTRACT CUM SUPPLY OF
LABORATORY EQUIPMENTS FOR THE PERIOD 2013-2014

TENDER REFERENCE. No. F-8(MI/)RMSC/EPM/R.C. 13-14/NIT No.-18/2013/343 Dated: 08/02/2013

Name & Address of the Bidder

M/S

.....

Telephone

Telegram Code

Fax No.

Mobile No.....

E-mail address

LAST DATE FOR ISSUANCE OF BID DOCUMENT : 14.02.2013 up to 6.00 P.M.

LAST DATE & TIME FOR RECEIPT OF BIDS : 15.03.2013 up to 1.00 P.M.

DATE & TIME OF OPENING OF (TECHNICAL BID) BIDS : 15.03.2013 from 3.00 P.M.

PLACE OF OPENING OF BIDS : Conference Hall, R.M.S.C., D-Block,
BID FORM FEE : Swasthya Bhawan, C-Scheme, Jaipur
Rs. 2000.00 (Rs. 1000.00 for SSI Units of
RISL PROCESSING FEE : Rajasthan)
EMD : Rs. 1000.00
Rs.2,00,000.00

ADDRESS FOR COMMUNICATION : M.D., RAJASTHAN MEDICAL
SERVICES CORPORATION
LIMITED, D-BLOCK, SWASTHYA
BHAWAN, TILAK MARG, C-
SCHEME, JAIPUR (RAJ.) PIN. 302005
Tel. No. 0141-22238066
Fax No. 0141-2228065
0141-2223887

Signature of Bidder with Seal

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

Bank Copy

punjab national bank

DIST. NO.

Branch

Institute Name

Institute ID

Rajasthan Medical Services Corporation, Jaipur

RMSCJ - A/c No. 2246002100024414

Date of Deposit

DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name

Tender Ref. No.

Type of Deposit

Mobile No.

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

Cash Deposit:

Cheque Deposit:

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

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹

Commission ₹

Total amount ₹

					-		
0	0	0	0	0	-	0	0
					-		

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

Annexure - 1

Customer Copy

punjab national bank

DIST. NO.

Branch

Institute Name

Institute ID

Rajasthan Medical Services Corporation, Jaipur

RMSCJ - A/c No. 2246002100024414

Date of Deposit

DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name

Tender Ref. No.

Type of Deposit

Mobile No.

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

Cash Deposit:

Cheque Deposit:

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

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹

Commission ₹

Total amount ₹

					-		
0	0	0	0	0	-	0	0
					-		

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

ANNEXURE-A

Rajasthan Medical Services Corporation Limited, Jaipur

Declaration Form Cum Check List

(It should be notarized)

I/We..... (Name of Bidder) having our office at..... (Address of Bidder) do declare that I/We have read all the Terms & Condition of the tender floated by M.D., Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the Rate Contract Cum Supply of Instruments/ equipments for the R/C **period 2013-2014** and agree to abide by all the Terms & Conditions set forth therein.

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

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

S. No	Item	Particular		
1	Earnest Money Deposit Con. No. 4 (i) & 9 (Through challan) - Annexure-1	Page no	Yes	No
2	Attested Photocopy of Acknowledgement of EM-II SSI unit for each quoted Product and a certificate from NSIC/MSME for the production capacity & the quality control measures properly installed at the production unit. Con. No. 4 (ii)	Page no	Yes	No
3	Copy Of Central Excise Registration Con. No. 4(iii)	Page no	Yes	No
4	Attested Photocopy of Import Licensee & license for sale with IEC (Authorization Letter of Principal Company con. No. 4 (iv)	Page no	Yes	No
5	Acknowledgement of EM-II for SSI Units of Rajasthan from Industries Dept Con. No. 4 (v)	Page no	Yes	No
6	BIS License with schedule for ISI Marked Products Quoted con. No. 4 (vi)	Page no	Yes	No
7	Duly attested photocopy of ISO& CE/BIS/USFDA certificate for quoted Items as mentioned in Tender Catalogue con. No. 4(vii & viii)	Page no	Yes	No
8	Annual turnover statement past 3 years certified by Auditor. 4(ix) (Annexure-F)	Page no	Yes	No
9	Copy of Balance sheet and P&L verified by Auditor. Con. No. 4 (x) (F.Y. 2009-10, 2010-11, 2011-12)	Page no	Yes	No
10	(A) Latest Sales Tax Clearance Certificate (up to dated 31.03.12). Con. No. 4(xi)(A)	Page no	Yes	No
	(B) Specify point of supply with full Address. Con. No. 4(xi)(B)		
11	Declaration form in Ann "A" Duly Signed & notarized. 4(xii)	Page no	Yes	No
12	Original Bid Terms & Condition Ann.- B Con. No. 8, Annexure-N in lieu of acceptance of terms & conditions	Page no	Yes	No
13	Corrigendum/modification/clarification shall be uploaded with tender document			

Signature of Bidder with Seal

14	Statement of Installed Manufacturing Capacity. 4 (xiii) (Ann. –E)	Page no	Yes	No
15	Duly Signed Tender Catalogue in Original con. No. 4(xiv) in (Ann. – C) Corrigendum/modification/clarification shall be uploaded with bid document	Page no	Yes	No
16	Certificate regarding quoted model is latest technology 4 (xiii) (Ann. –E)	Page no	Yes	No
17	Certificate regarding rate reasonability 4 (xiii) (Ann. –E)	Page no	Yes	No
18	Undertaking for availability of Spare Parts & Consumables 4 (xiii) (Ann. –E)	Page no	Yes	No
19	Undertaking for acceptance of Comprehensive Guarantee (Ann. –E)	Deleted	Deleted	Deleted
20	Statement of Past Supplies and Performance (Ann. G) Special con no.-14	Page no	Yes	No
21	Undertaking of black listing & banning (Annexure-E) con no.4 (xiii)	Page no	Yes	No
22	Statement of Plant & Machinery etc. (Annexure-H) con no. 4(xv)	Page no	Yes	No
23	Pre - stamp receipt (Annexure-I) con no.9 (ii)	Page no	Yes	No
24	Format of DIC with in Affidavit of Rs. 10/- (Annexure-J) (T&C No. 4 (v), 9(iii), 20(v))	Page no	Yes	No
25	Statement no. I & II regarding supply performance status. (Annexure-K (i & ii))	Page no	Yes	No
26	CMA (Annexure-L) on Rs. 100/- Non Judicial Stamp.	Page no	Yes	No
27	CAMC/AMC Charges/Rates. (Schedule – B (BOQ) of Annexure – D) (Annexure – M)	Page no	Yes	No
29	Memorandum of Appeal Under the Rajasthan Transparency in Public Procurement act, 2012 (Annexure-O)	Page no	Yes	No
30	Declaration by the Bidder Regarding Qualifications (Annexure-P)	Page no	Yes	No
31	Verification of Contents – (Annexure-Q)	Page no	Yes	No
32	Format of Offer Letter- (Annexure-R)	Page no	Yes	No
33	Format of Schedule of Rates - (Annexure-S)	Page no	Yes	No
34	Formate of Agreement - (Annexure-T)	Page no	Yes	No
35	Name, photograph & Specimen Signature of Designated Officer/ Person of the Bidder whom is authorized to make Correspondence with the RMSC	1. (Name & Signature) 2. 3.		

Date

(Name) Signature of Bidder with seal

Note: Please mention page number before submitting the tender.

ANNEXURE-B

Rajasthan Medical Services Corporation Limited, Jaipur

TERMS & CONDITIONS OF BID AND RATE CONTRACT

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

A. General terms & conditions:-

1. E-Tender shall be submitted upto **1.00 PM on dated 15.03.2013** as per schedule (col. no. 4) to the E.D. (EPM), Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the Rate contract Supply of Equipments & Instruments for the rate contract period 2013-14.
2. **The average annual turnover of Manufacturer/Direct Importers shall be as per Table-I for last three financial year are eligible to participate in the bid.** Supplies shall also be effected directly by the manufacturer and not through Distributors/Agents/Suppliers. Bidder should have permission to manufacture the item quoted as per specification given in the tender form the competent authority.
3. Tenders shall be submitted to M.D., Rajasthan Medical Services Corporation, Rajasthan, Jaipur through **<https://eproc.rajasthan.gov.in>** of Govt. of Rajasthan
4. The Bidder should submit along with the bids the following certificates for the items tendered
 - (i) Earnest Money, tender fee and processing fee through three separate prescribed challans (format enclosed in annexure-.....) in any **branch** of the **Punjab National Bank, Account no. 2246002100024414 throughout country.** The bidders shall submit scanned copy of the challans in Technical Bid (Cover-A).
 - (ii) (a) Duly attested photocopy of Acknowledgement of EM-II Memorandum/IEM/Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the tender. The license should be renewed up to date.
(b) For the Production Capacity and the quality control measures properly installed at the production unit- a certificate from NSIC (For Micro and small Scale Industrial units only) /MSME (Micro, Small, Medium Enterprises) is essential at the time of bid/agreement.

Signature of Bidder with seal

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

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

Signature of Bidder with seal

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

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

NOTE: -

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

Signature of Bidder with seal

NOTE :-

- (A) If any item in catalogue has different sizes, lengths, strength & sub group etc., Rates of each size, length, strength and sub-group must be filled in separate format (**Annexure "D"**) .
 - (B) **VAT or CST** should **be** mentioned clearly & separately.
 - (C) If the **VAT or CST** is exempted it should be specified in **Annexure 'D'**.
 - (D) The bidder who has quoted excise “NIL” in PRICE Schedule and item becomes excisable afterwards at the time of award of contract or later on, firm will be eligible for payment only on production of invoices drawn as per Central Excise Rules.
 - (E) **RMSC will also issue “C” certificate. “Therefore, concessional CST should be charged. The concessional rate of CST should be shown separately. VAT is exempted on RMSC medical equipment purchases.**
6. **The required Documents (Tender Fee, EMD & RISL Fee) shall be submitted** through prescribed challan (format enclosed in annexure-.....) in any **branch** of the Punjab National Bank, throughout country. The bidders shall submit scanned copy of the challan in Technical Bid (Cover-A). All received tenders will be opened in the presence of Bidder who chooses to be present. Financial bid will be opened only for those Bidders who satisfy the standard criteria laid down by the department on the details furnished by the Bidder in Technical bid, in compliance of Tender terms & conditions.
7. (i) In event of Tender being submitted by proprietary firm tender must be signed by sole proprietor. In event of a partnership firm tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the tender must be signed by authorized signatory as the manner laid in the Articles of association.
- (ii) Any change in the Constitution of the Firm/ Company shall be notified forthwith by the contractor in writing to the M.D., RMSC Ltd., Jaipur and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner / partners shall be accepted in the Firm by the contractor in respect of the contract unless he/ they agree to abide by all its terms and conditions and submit with the M.D., Rajasthan Medical Services Corporation Ltd., D-Block, Swasthya Bhawan, C-scheme, Jaipur a written agreement to this effect. The contractors receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.
- 8 Tender documents shall be filled with ink or typed. The Bidder shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
9. **EARNEST MONEY:**
- (i) Tender shall be accompanied with an earnest money of Rs. 2,00,000/- (In words Rs. Two Lac Only) (For Whole Tender Catalogue) without which tenders will not be considered as valid. The earnest money deposit shall be paid through separate prescribed challans (format enclosed in annexure-.....) in any **branch** of the **Punjab National Bank, Account no. 2246002100024414 throughout country.** The bidders shall submit scanned copy of the challan in Technical Bid (Cover-A). **Earnest Money Deposit in any other form will not be accepted.** The tenders submitted without sufficient EMD will be summarily rejected.
- (ii) Refund of earnest money: - The earnest money of unsuccessful Bidder shall be refunded soon after finalization of the tender. Bidder has to produce a Pre stamp receipt as per **Annexure-I** with the tender Document.

Signature of Bidder with seal

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

10. FORFEITURE OF EARNEST MONEY: -

The earnest money will be forfeited in the following cases:

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

11. PREFERENTIAL TREATMENT:-

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

12. GUARANTEE CLAUSE:-

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

Signature of Bidder with seal

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

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

13. MARKING

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

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

14. RATES AND COMPARISON OF RATES:

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

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

Signature of Bidder with seal

- (iii) Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including transit insurance and any other levies or duties etc. charge on the product except *VAT or CST*. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- (iv) Only *VAT or CST* and surcharge if applicable will be paid over net rate.
- (v) Excise duty or surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately in col. 8 of the Financial Bid (**Annexure- D**). In the event of any subsequent variation (increase or decrease) in excise duty and *VAT or CST* by the government (State or central) the same will be modified accordingly.
- (vi) Other statutory increase or decrease shall be agreed upon mutually between Corporation and contractor and revised rate shall be applicable to order received by the contractor on or subsequent to the date of such increase/decrease in government duty.
- (vii) The rates should be confined as far as possible to the packing units mentioned in the catalogue and different rate for different packing should be avoided. In no case the rate should be split up showing the cost of any on the component parts of the specified item. If split price are found, the item may be treated as rejected. If the prices of item found same from two or more bidders then the equivalent bidders shall be asked to submit their financial bid again with reduced prices within given time by RMSC.
- (viii) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialed with dates. Element of the Rajasthan *VAT or CST* or Central Sales Tax should be mentioned separately.
- (xi) The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.
- (x) (A) No paper should be detached from the tender form.
(B) The Bidder shall sign with seal on every page of the tender form and Terms & Conditions (**Annexure-B & N**) in token of his acceptance of all the Terms & Conditions of the tender and return the same along with tender. He should also sign at the bottom of each page of the original tender catalogue, Non receipt of terms and conditions duly signed with the tender shall render the tender to be rejected.
- (xi) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.
- (xii) For comparison of rates the average comprehensive annual maintenance charges per year shall be added to the net rate of equipments, if CAM (Comprehensive Annual Maintenance) is applicable.

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

Signature of Bidder with seal

15. APPLICABILITY OF TAXES:

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

16. SUBMISSION AND RETURN OF SAMPLES & DEMONSTRATIONS:

- (i) Samples must be sent of all the quoted items free of cost on demand by RMSC even though the specifications or descriptions etc. are mentioned in the bid form. No sample will be accepted after prescribed period. In the event of non submission of samples within the prescribed period on demand, the tender shall not be considered and Earnest Money shall be forfeited. However, RMSC may grant extension of time for submission of samples on the request of Bidder.
- (ii) Samples of equipments & instrument of the unsuccessful Bidder may be collected back from the E.D. (EPM), RMSC, Jaipur within the period intimated by him. The corporation will not be responsible for any damage, wear and tear or loss during the course of testing examination etc. The corporation for a period of one month would retain sample of approved items after the expiry of contract. The corporation shall not be responsible for any damage, wear & tear or loss in stipulated period. The corporation will not make any arrangement for return of samples even if the Bidder agrees to pay the cost of transportation. The uncollected samples shall stand forfeited to the corporation after the period allowed for collection and no claim for cost etc. shall be entertained.
- (iii) The tender may be asked to demonstrate the technique, procedure and utility of equipment as per specification of tender document before the technical committee of corporation at store of corporation.
- (iv) Samples should be strictly according to the item quoted in the tender form failing which these will not be considered. Such sample must be delivered free of charge to the E.D. (EPM), RMSC, Jaipur, or any authorized/designated officer by M.D. RMSCL to be conveyed while placing order. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below:-
 - (A) Name and full address of the firm.
 - (B) Catalogue No. and name of item.
 - (C) Name of section.
 - (D) Name of manufacturer
 - (E) Brand
- (v) No change in marking on samples will be allowed after the submission of the sample. Samples should be submitted along with separate challan in triplicate. Samples without challan will not be accepted.

17. SECURITY DEPOSIT & AGREEMENT:

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

Signature of Bidder with seal

- (ii) The S.D. shall be 5% of the total value of stores. If the total value of stores supplied by the firm to various consignees as directed by M.D. RMSC Ltd., Jaipur is exceeded 40.00 lacs, the firm shall deposit an additional 5% security of value of supply orders exceeding amount to 40.00 lacs to M.D., Rajasthan Medical Services Corporation Ltd., Jaipur. Before ensuring the security deposit, the Purchase Officer will not release payment until the additional S.D. amount deposited by the suppliers. Additional S.D. shall be estimated/calculated based on the information submitted by firms in statement no. "I" and "II". Supply orders shall only be placed after appropriate deposition or adjustment of S.D. by RMSC.
- (iii) The earnest money of successful Bidder will be adjusted toward security deposit and balance will be given in through prescribed challan (format enclosed in annexure-.....) in any **branch of the Punjab National Bank, throughout country**. The bidders shall submit scanned copy of the challan in Technical Bid (Cover-A).
- (iv) The purchase committee of corporation or at the level of Board of Directors, RMSC may permit the firm to submit Bank Guarantee issued by any nationalized bank (the validity of bank guarantee should be up to 6 months after completion of guarantee period) also for the part (up to 50%) or full amount (where the amount exceeds Rs. 10.00 Lacs) in lieu of demand draft/Bankers cheque in appropriate cases towards security deposit.
- (v) The security will be refunded after six months from the date of expiry of the contract on satisfactory completion of contract and after satisfying that there are no dues outstanding against the Bidder.
- (vi) Firms which are registered as micro and SSI units with the Department of Industries, Rajasthan shall furnish the amount of security deposit @1% of total value of approximate quantity as per tender catalogue on furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit as per annexure-I. Provision of 17 (ii) also applies.
- (vii) It is to be noted that earlier years earnest money/security deposit, even if lying in this department, shall not be considered towards this contract and therefore fresh security deposit should be furnished.
- (viii) The supply orders shall only be placed after deposition of appropriate amount of S.D. and its adjustment orders by the Corporation.
- (ix) The department will pay no interest on security deposit/Earnest money deposit.
- (x) Successful Bidders will have to execute an agreement on a Non Judicial Stamp Paper Rs. (As mention in Offer letter) in the prescribed form with the M.D./ E.D.(EPM), Rajasthan Medical Services Corporation Limited, Jaipur and deposit security for the performance of the contract within **15 days** from the date on which the acceptance of the tender, under Registered post, is communicated to him. However, M.D. RMSC Ltd., Jaipur may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement. The validity of rate contract under this agreement shall be for a period of one year from the last day of the month of agreement execution.
- (xi) The Bidder shall furnish the following documents at the time of execution of agreement:-
 - (i) Attested copy of Partnership Deed in case of Partnership Firms.
 - (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.

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

18. SUPPLY ORDERS:

- (i) All the supply orders will be placed to the approved supplier only (not Agents/ Suppliers/Distributors etc.) by M.D., RMSCL/ E.D.(EPM) RMSCL/ Any heads of medical institutions (PMO, MS, PMO, CM&HO, etc. Authorized by RMSCL) through registered post/e-mail/any communication media and the date of dispatch or any communication media date will be treated as the date of order for calculating the period of execution of goods deliveries. The supplying firms will execute all orders within 45 Days.
- (ii) In case of imported items 30 days will be given in addition to above mention period at condition No. 18 (i) above.
- (iii) The consignee for supplies shall be the M.D. RMSC and his designated officer in-charge of the any medical institution in the state of Rajasthan. The M.D. NRHM, Director (PH), (RCH)/ HA/ IEC/ Aids/ ESI/ Principal of Medical Colleges & superintendent of their attached hospitals/CM&HO/PMO's/DPC of DDW etc.
- (iv) To ensure sustained supply without any interruption, the Tender Inviting Authority have reserves the right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
- (v) The supply commitment as per **Annexure-E** may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be considered by the department for the placement of supply orders in addition to commitments, taking also in view the requirement of department. Firm may submit ready stock position by the 10th of each month to the department.
- (vi) The quantity indicated in the catalogues are mere estimates and are intended to give an idea to the prospective Bidder to enable them to decide whether they will undertake to supply the article to this Corporation on most competitive rates. The figures indicated in the catalogue do not constitute any commitment on the part of corporation to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is further made clear that the Corporation does not bind itself to purchase all or any quantity mentioned in the catalogue and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non supply on the quantity indented.

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

19. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

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

(b) Submission Of Contract Completion Report: -

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

20. TERMS OF PAYMENT:-

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

Signature of Bidder with seal

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

21. LIQUIDATED DAMAGES:

- (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply :-
 - (a) Delay up to one- fourth period of the prescribed Delivery Period - 2.5%
 - (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5%
 - (c) Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period - 7.5%
 - (d) Delay exceeding three- fourth of the prescribed period -10%
- (iii) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of agreed liquidated damage shall be 10%.
- (v) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D. RMSC Ltd., Jaipur, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only released by purchase officer after sanction of extension in delivery period by M.D., RMSC.
- (vi) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.

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- (iv) If the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e., Bidders) account and risk only with the prior approved from M.D., RMSC Ltd., Jaipur. The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder.

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

22. MEDICAL COLLEGES AND THEIR ATTACHED HOSPITALS:-

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

23. RECOVERIES:-

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

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24. INSPECTION:-

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

25. PACKING & INSURANCE:

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

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- (ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Purchase Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.
- (iii) Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.

26. REJECTION:

- (i) Articles not as per specification/ or not approved shall be rejected by the department and will have to be replaced by the supplier firm at its own cost within the time limit fixed by the corporation.
- (ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of M.D., RMSC Ltd., Jaipur as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- (iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., RMSC Ltd., Rajasthan Jaipur shall be final.
- (iv) The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
- (v) No payment shall be made for defective materials. However, if payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited Security money as per condition no. 20) Joint inspection of defective material may be carried out as required by the corporation. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.
- (vi) In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, if then firm has deposited required security deposit as per contract.
- (vi) The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.

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27. CORRECTION OF ARITHMETIC ERRORS:

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

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

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

28. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

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

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

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

30. PARALLEL RATE CONTRACT:

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

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

Signature of Bidder with seal

- (xii.) The supplier shall supply the entire ordered quantity before the end of 45 days including installation from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day.
- (xiii.) In case of imported items 15 days will be given in addition to above mention period.

31. VALIDITY OF TENDER:

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

32. PRICE ESCALATION:

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

33. SUBLETTING OF CONTRACT:

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

34. FALL CLAUSE:

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

35. COMPREHENSIVE MAINTENANCE AGREEMENT (CMA):

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

36. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

The Designation and address of the First Appellate Authority is Principal Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan and Chairman, RMSCL.

The Designation and address of the Second Appellate Authority is Board of Directors, Rajasthan Medical Services Corporation Ltd., Jaipur.

i. Filling an appeal

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

Signature of Bidder with seal

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

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

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

iv. Appeal not to lie in certain cases

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

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

v. Form of Appeal

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

vi. Fee for filling appeal

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

vii. Procedure for disposal of appeal

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

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

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

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

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

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

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

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38. (i) Bidder are requested to send with tenders, printed descriptive literature of the quoted items.
- (ii) If Bidder supplied to or have Rate contract of quoted items with any other Govt. institutions within one year, he should send copies of purchase orders, invoices and rate contract with tender.
39. All correspondence in this connection should be addressed to the M.D, RMSCL/ E.D. (EPM), RMSCL, D-Block, Swasthya Bhawan, Tilak Marg,C-Scheme, Jaipur-302005, Rajasthan. Technical questions should be referred to the M.D., RMSCL, Jaipur direct by correspondence or by personal contact.
40. (i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their tenders.
- (ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if :-
- (a) fails to execute a contract or fails to execute it satisfactorily ;
 - (b) no longer has the technical staff or equipment considered necessary ;
 - (c) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ;
 - (d) the firm is suspected to be doubtful loyalty to state .
 - (e) the State Bureau of Investigation or any other investigating agency recommends such a course in respect of a case under investigation .
 - (f) M.D., RMSCL, Rajasthan, Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.
41. No Action on the letter head of the Bidder /firm regarding any complaints against the Corporation will be taken unless the letter head bears the signature of the Bidder or the Authority higher than the bid signatory of the firm.
42. (i) Any certificate/documents/information submitted by the Bidder found to be false/ forged/fabricated etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period.
- (ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.
43. The Corporation reserves the right to accept any tender not necessarily the lowest. Corporation may reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/supplier.
44. The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in this catalogue is also reserved by the M.D., RMSC Ltd., Rajasthan, Jaipur.
45. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.

Signature of Bidder with seal

46. The Bidder must sign all the pages of tender document at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto. The Signing of **Annexure-N** Shall be treated as acceptance all the terms and conditions of the Tender Document.
47. The Purchase Committee of RMSC may relax or change/ modification in terms and conditions in the exigency excluding fundamental changes. In case of such urgency the Terms & Conditions shall be got approved from Purchase committee/Board of Directors of RMSC.
48. **JURISDICTION:-** All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in Jaipur only.
49. **APPLICABILITY OF CLAUSES:-** All the clauses from 1 to 44 and their annexures, formats & enclosures are applicable for the tendered items.

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

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

Signature of Bidder with seal

B. Special Terms and conditions:-

- 1 Technical details, Tender form duly signed in all respect, Earnest Money and all other required Documents should be submitted in Cover "A" and Financial details (BOQ), should be submitted in Cover "B" otherwise tender will not be considered.
- 2 Pre-requisite if any for installation, including UPS, Computer, Printer, and other items should be provided by the firm in technical bid and financial bid respectively.
- 3 Comprehensive Guarantee period with spare parts for as mentioned in technical specification (from the date of installation/ demonstration). Acceptance of Comprehensive annual maintenance Agreement as mentioned in technical specification after Expiry of Comprehensive Guarantee period should be submitted with the cover" A" and Rates in cover "B" respectively.
- 4 Conditional tenders will not be considered.
- 5 List of consumable items is to be provided in technical bid which is not covered under the guarantee period otherwise all the consumable will be treated as spare parts covered under the guarantee.
- 6 Transshipment will be permitted and partial shipment not allowed.
- 7 Payment will be released after installation, demonstration of machine& training satisfactorily.
- 8 The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR) only.
- 9 All certificates should be valid on the date of submission of tender & issuing of supply order.
- 10 The bidder should have well equipped local service center in India preferably in Rajasthan.
- 11 The bidder should be a manufacturer/Importer who must have manufactured/ Imported and supplied and installed satisfactorily quoted item in India to the extent of at least 25% in last three Calendar years (2009-2012) of the quantity specified in the NIT. The list of such installation of the quoted equipments are to be provided by the bidder in the enclosed Performa.(Annex.-G) and should submitted self attested copy of purchase order, Indent and invoice(Inclusive of Quantity & Rate). **However, the condition of past performance for the quoted item is not applicable for the ISI Marked Items.**
- 12 **In case of imported item :**The bidder will have to produce third party inspection report from NABL approved lab or ERTL or DGS&D or Govt. of India lab or Govt. of India approved lab pertaining to specification and performance of each supplied machine with the consignment. All expenses regarding third party inspection will be borne by the bidder.
13. The name & make of articles which are offered should be mentioned against each item of the catalogue. Mere indication of English/USA/Indian will not serve the purpose.
14. In the case of supply of imported item the suppliers shall furnish a certificate along with the bill to effect that the firm have completed all the formalities in connection with the import.
I/We have read the above terms and conditions and I/We agree to abide by the same.

Signature of Bidder with seal

Rajasthan Medical Services Corporation, Jaipur
Equipment & Instrument Section - H (Laboratory Equipments & Appliances) for the Rate Contract
Period 2013-2014

S. No.	Code No.	Name of the Item with full specification for the Rate Contract period 2012-2014	Packing Unit	Quoted Item Yes/No
1	2	3	4	5
1.	LEA006	Three Part Automatic Hematology Analyzer (Blood Cell Counter) <ul style="list-style-type: none"> It should be 3 part fully automatic hematology analyzer with 18 parameters (WBC, RBC, Hb, HCT, MCV, MCH, MCHC, RDW, PLT, MPV, MCT, PDW, Gr% Gr#, Ly%, Ly#, Mo%, Mo# with three histogram). Histogram interpretation booklet of the same company for model quoted should be provided. Method – Principle of cell counting by impedance and selective lysing <ul style="list-style-type: none"> Hb by cyanide free liquid, photometry Instrument should have dual chamber for RBC & Platelets, WBC & Hb. Sample volume range less than 100µl whole blood. Through put 60 samples/hrs. Use only 3 reagents diluents, lyse, cleaner with automated cleaning of sample probe and reagents should be in compact pack Linearity of the parameter should be; <ul style="list-style-type: none"> WBC – 0 to 100X10³/mm³; RBC – 0 to 8X10⁶/mm³; HGB – 0 to 26gm/dl; HCT – 0 to 80%; PLT – 0 to 2200X10³/mm²; Platelets (PLT Concentrate) 0 to 4000X10³/mm³. It should have inbuilt printer. Facility for external printer should be provided. It should be US-FDA approved, CE98/791CE directive or ISO 13485:2003. The firm should have their own quality control and calibrators and extensive QC features. Firm must have various zonal office at district based engineer. Service should be provided within 24 hrs of breakdown call. List of engineers together with their contact numbers should be given. 0.5KVA UPS with 30 minutes backup should be supplied with equipment. Firm should submit list of user quoted model in Rajasthan particularly from reputed Lab/ Govt. Lab performance report can also be considered. It should have USB port for data transmission. Equipment should be pest proof. Cost of reagents of start up, shutdown and cost of controls percycle per test cost should be mentioned separately and shall be considered apart from cost of equipment should be mentioned in financial bid. . 	Each	

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		<ul style="list-style-type: none"> CAMC for 3 yrs after expiry of 2 yrs comprehensive guarantee period – Either manufactures or importer in India can quote the tender certificate of authorization should be enclosed. Free reagents for star up, minimum of 1000 tests should be provided, with a set of controls with the equipment at time of installation. UPS of with minimum half an hour backup AC 1.5 tonn should be provided. <p>Note: – Each firm should provide original Boucher for the equipment with detail specification. Other features should be on letter head of the company not from distributor.</p>		
2.	LEA007	<p>FIVE PART DIFFERENTIAL HEMATOLOGY ANALYZER (BLOOD CELL COUNTER)</p> <ul style="list-style-type: none"> The instrument should be fully automated Fluorescence flow cytometry Laser based 5-part differential hematology analyzer offering automatic start-up, shutdown and sample-analysis. The instrument should have random access discrete analysis modes for CBC and CBC+DIFF. The instrument should have 24 PARAMETERS reported: WBC, RBC, HGB, HCT, MCV, MCH, MCHC, RDW-SD, RDW-CV , PLT, NEUT %, LYMPH %, MONO%, EOS %, BASO %, NEUT #, LYMPH #, MONO #, EOS #, BASO #, PDW, MPV, PCT, P-LCR, SPECIAL RESEARCH PARAMETERS-IG%, IG# THREE HISTOGRAMS – WBC, RBC, PLT. ONE SCATTERGRAMS - DIFF. The instrument should have throughput of 60 samples per hour in both the discrete analysis modes. The instrument should be capable to differentiate all five parts of WBC population in one channel. Linearity of WBC should be from 0.02 to 4,00,000 cells / μL. WBC differentiation should be using three angles scattered light detection with advanced flexible (not fixed) gating system. The instrument should have Hydrodynamic focusing impedance method for RBC/PLT channel which should be separate from optical flow-cell for easy removal of clog removal. Linearity of PLT should be from 5 to 35,00,000 cells / μL. The instrument should have Cyanide free SLS-/colorimetric method for the hemoglobin measurement using long life LED not tungsten lamp. The instrument should have semiconductor laser based flow cytometry or peroxydase method for WBC Differential with specific staining to stain nucleic acid content of cells which generate fluorescence to differentiate between abnormal cells and normal cells. The instrument should have minimum maintenance with Semiconductor laser which has lower power consumption, higher stability, and longer life thus cutting down on maintenance cost. The instrument should have COMPREHENSIVE INFORMATION PROCESSING SYSTEM using separate branded computer system with color LCD 15” monitor, laser printer and TCP/IP – LAN connectivity. User friendly Windows XP based software. Network integration possible with Lab Information system and USB and Rs. 232port and barcode reader.. 10000 sample data with histogram and scattergrams storage. 5000 patient information storage. 21 QC files each with 300 points for QC can be stored. 	Each	

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		<ul style="list-style-type: none"> • 1000 test order information in memory. • The instrument should have EXTENSIVE QC FEATURES and Option for online QC also available. • The company supplying the instrument should have a good track record and excellent service and distributor network all over India & Engineer should be locally based in various cities in Rajasthan to provide prompt services.(List of engineers working in raj.) • Company should install UPS having 30 Mins back up and a window AC of 1.5 ton with the instrument. • Cost of instruments, Reagents and consumables will be considered separately. • Installation list (user list of quoted model) should be provided along with tender. • Free reagents for startup (With standard pack size). Minimum of 800 tests should be provided at time of installation. • UPS of with minimum one hour backup AC 2 tonn should be provided. <p>Note: Each firm/Company should provide Boucher of the equipment with detailed specifications and all accessories should be quoted on the letter head of manufacturer/Importer not on letter head of local distributor.</p>		
3.	LEA008	<p>SEMI AUTO ANALYZER :</p> <ol style="list-style-type: none"> 1. Analyzer – semi automated bench top device using wet chemistry reagents. 2. Analyzer should have ability to use both external cuvettes and integrated flow cell. 3. Analyzer should have direct test access keys on the key board for routine chemistry parameters. 4. Analyzer should have more than 190 programmable channels. 5. Analyzer must have key board with water proof membrane. 6. Analyzer must have following assay types: <ul style="list-style-type: none"> • 1-Point (End Point), 1-Pint with sample blank • 2-Poiint (Fixed Time) • Rate-A (Kinetic) • Absorbance Measurement. 7. Analyzer must have following calibration types: <ul style="list-style-type: none"> • Linear, Two Point • K Factor • Log-Logit. 8. In kinetic assays, measurement interval should be 1 second. 9. Analyzer must have storage for three different calibration for each chemistry. 10. Three level controls (QC) with day to day Levey Jennings chart stored and displayed. 11. The flow cell must be Quartz. 12. The flow cell must have an optical path of 10 mm. 13. The flow cell volume should be less than 20 µ. 14. Measurement temperature range should be from 20-40 degree C with variable 1 degree C increment. 15. Analyzer must have following wavelengths as standard: <ul style="list-style-type: none"> • 340 nm, 415 nm, 510 nm 	Each	

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		<ul style="list-style-type: none"> • 546 nm, 578 nm, 600 nm • 660 nm, 700 nm, 2 free slots for additional filters. <p>16. Analyzer should have absorbance range from 0.00 – 3.0 Abs units.</p> <p>17. Analyzer resolution must be 0.0001 Abs.</p> <p>18. Analyzer detector should be more than 12 bit silicon photo diode.</p> <p>19. Analyzer must store 1000 results.</p> <p>20. Analyzer must store reaction graphs for previous 10 samples.</p> <p>21. One year QC data can be stored.</p> <p>22. Internal thermal printer should be available. It should have USB port to be connected to external printer.</p> <p>23. Analyzer should be capable to do multiple testing up to 3 replicates. Should display mean, SD, CV.</p> <p>24. Measuring time programmable from 2-998 seconds for kinetic & two point type tests and delay from 0-999 seconds.</p> <p>25. Analyzer should have semi-automatic aspiration of reaction mixture directly into flow cell using peristaltic pump.</p> <p>26. Analyzer should be able to perform HbA1c testing.</p> <p>27. The system should be quoted with standard one year warranty and AMC/CMC for next three years should be quoted. It should be CE/FDA approved.</p> <p>28. Demonstration of functionality should be arranged.</p>		
4.	LEA009	<p>(C) Fully Automated Clinical Chemistry Analyzer (Medium Speed) :</p> <ol style="list-style-type: none"> 1. The Equipment must be a Random Access compact System: The instrument should be capable of all routine, STAT and special biochemical tests including specific proteins, therapeutic drugs (TDM), drugs of abuse, immuno-turbidimetric Assays, nutritional status and user definable applications. 2. It should be Open System with options of Bar-coded reagents for Automated Online Reagent Inventory, Stability, and Expiry Checks. 3. Throughput more than 500 tests per hour with ISE (Minimum 400 Photometric) 4. Must have Direct ISE unit for Na, K & Cl measurement. Life time of ISE electrodes should be up to 6 months or 10000 samples. 5. Must have minimum reaction volume up to 150 µl. 6. Must have self diagnostic tests with error message & online display. 7. Analyser must be flexible enough to enable loading variety of sample tubes and cups. 8. Must have built in cooled Reagent Compartment to maximize reagent stability & have at least 50 positions for reagents. 9. Must have continuous loading of samples facility. 10. Must have on board capacity of at least 80 permanent and numbered cuvettes (results matched to cuvettes) with 5 year service life. 11. Must have at least 15 cooled positions for calibrator and control. 12. Must have walk away time up to 4 hours. 13. Must have separate reagents probe for R1 and R2. 14. Calibration options must be Linear, Factor, 2 Point, Point to Point, Log-Logit, Spline and Exponential with Maximum number of calibrators per test up to 7 calibrators for multipoint and option of Automatic calibration interval. 15. Should have both internal & external Probe cleaning/washing facility. 16. At maximum capacity, analyser should use up to 20 Litres of water. 17. Sample type & capacity must be Serum, Plasma and Urine, CSF and supernatant with capacity of at least 70 samples position for routine, stat samples. 18. Sample Dead Volume and pipetting must be 100 µl in primary tube and 50 µl in paediatric cups. Dedicated sample micropipette with liquid 	Each	

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		<p>level sensor, crash detection, bubble detection and clot detection. Rinsed inside and outside with purified water.</p> <ol style="list-style-type: none"> 19. Should have onboard laundry system with at least 5 steps washing system. 20. Stirring (mixing) mechanism should have two separate at least 4-speed stirrer, optimized for each assay. 21. System should have inventory management system. 22. Provision for automatic checking of serum indices (haemolytic, icteric, lipemic/turbid) should be available. 23. System should have 12 different wavelengths (340, 380, 415, 450, 510, 546, 570, 600, 700, 750 and 800 nm) generated through diffraction grating. 24. System should have provision to store Multiple Reference Ranges up to 40. 25. System should have Separate Dedicated PC System, Windows XP Based Software interface, bi-directional connection to host interface. 26. System should have ability to perform automatic re-runs with increased, decreased or diluted sample volume. 27. System should allow programming of up to 15 different set panels of tets. 28. System should have auto start/shut off facility. 29. It should have sample bar code reading facility. 30. It should meet all relevant internationally recognised accreditation such as FDA, CE, and UL approval. 31. It shold have halogen tungsten light source with minimum 15 months service life. 32. Online QC Tracking with Levy & Jennings Charts for up to 30 different controls and enabled with dedicated peer group reporting software should be available. 33. It should be able to perform serial dilution for calibrator. 34. The Software should have the provision to store reaction and calibration curves, raw data can be viewed and printed in talbe or graph format. 35. Graphical user interface software, Software must be user friendly with LIMS Capability. 36. Should have at least 20,000 patient result storage. Complete back up of the system database should be possible for calibration control and patients sample results. 37. The system should be able to perform HbA1c testing. 38. The system should have an installation base of minimum 25 systems across in Government/Semi Government/Corporate/private establishments, in India. 39. The system should be supplied with suitable UPS with 30 minutes battery backup. 40. The system should be supplied with suitable external printer. 41. The system should be supplied with suitable water purification system. 42. The system should be quo ted with standard one year warranty and AMC/CMC for next three years should be quoted. 43. Demonstration of functionality should be arranged. 44. Service back up should be available within 24 hours after which penalty of Rs. 5000 will be imposed for each passing day. 		
5.	LEA009	<p>(D) Fully Automated Clinical Chemistry Analyzer (High Speed) :</p> <ol style="list-style-type: none"> 1. It should be Fully Automated, Fully-Open Random Access Biochemistry Analyzer with STAT testing capability. 2. The Instrument should be capable of all routine and special biochemical tests including Specific Proteins, Therapeutic Drug Monitoring, Drug of Abuse, and Immunoturbidimetric Assays serum, plasma, urine, CSF etc. 3. Throughput of machine should not be less than 800 Photometric tests/hour and about 1200 tests/hour with ISE. 4. It should have ISE for electrolytes Sodium, Potassium and Chloride. 5. It should be able to perform test of HbA1c using and coagulate ed whole blood. 6. Reaction Cuvettes should be at least 150 semi-disposable or permanent cuvettes. It must have 10-12 step cuvette on-board washing system for plastic cuvettes. For permanent cuvettes the cleaning should be with at least 7 or more steps. 	Each	

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	<ol style="list-style-type: none"> 7. It must have Low water requirement of not more than 30 Litres/hour even during full load use. It must have alarm for fluid levels. 8. Sample dispenser probe must have level and crash sensors. Should have both internal and external washing facility for the probe. Liquid level detection, clot, colistion and bubble detection must be present. Renoval of Clot by pressure facility. Facility of Repeat washing the probes & cuvettes as per user requirements. 9. It should show alert whenever sample is turbid, icteric, lipemic or hemolysed. 10. Total Reacation Volume and Reading Volume should be low about 120µl or 150µl for most chemistries and maximum 450µl. 11. Must be programmable for all test menus and sta te of art work stations. 12. Must have Self Diagnostic Tests with Error Messages and Online Display. 13. If should have Diffraction Grating Photometric Detection with 12 or more wavelength selections in the spectral range 340nm to 800 nm. The wavelengths 405nm, 450nm, 505nm, 546nm, 570nm, 600nm, 660nm, 700nm and 800nm should be selectable Wavelength Precision +2nm. Linear Range 0 – 3 Abs. 14. Light source Halogen/Xenon lamp should be covered under warranty and whenever a lamp is installed it must have minimum life of 2000 hours otherwise undertaking to provide free replacement be given by vendor. 15. Assay Types should be End-point, Kinetic, Fixed rate, Monochromatic, Bi-chromatic, ISE, Turbidimetric and Homogenous. 16. It must have Provision of barcode reader. 17. Equipment should be supplied with compatible External water treatment system and Compatible On-line UPS for entire machine with one hour backup. 18. Must be programmable for all test menus and have state of art work station. It should have capability for pre-dilution and automatic repeat of the diluted sample. Automatic repeat for reduced or increased volume of sample. 19. Input Voltage should be AC 220V+ 20V, 50Hz + 1Hz and Power Consumption < 3.0 KVA. 20. Must have continuous loading of samples with on board capacity of at least 75 samples with at least 45 cooled positions for calibrators and controls in the sample compartment. 21. Cuvette temprature should be maintained at 37 + 0.1 C 22. Mixiting of reactants should be done by stirres. It should have at least 80 positions for various reagents in cooled reagent compartment. 23. It should have good Real-time QC programme with L-J graph for NABL activities. Printout of QC charts and reports. Data Management should be in Real-time with monthly QC DATA LOGS, Automatic plotting of Levy-Jennings charts and Alarms when control results are out of range. 24. It should have Automatic printout of Patient Reports and full Patient Demographic. 25. Connectivity Connect with bidirectional LIS/HIS system: Extensive data management software, compatible & programmable windows based comprehensive data processing and management system. Graphical user interface software, LIMS Capability, Complete backup of data base for calibration control and patient sample results. 26. Reagents probes must have liquid level sensor and crash detection. Should have internal and external washing facility for probes. All probes should have long lift of at least 24 months and covered in warranty otherwise free replacement during every breakdown if 24 months life is not obtained each time even during future replacements. 27. If should have two separate probes for reagents and separate probe for samples. Must typically use between 2-15 µl sample in 0.1 µl steps and 20-300 µl reagents in 1 µl steps. For paediatric samples minimum dead volume of sample cup not more than 50µl. 28. It should support Sample Tubes of various standard sizes. 29. It should be able to take blank cuvette reading for each run. 30. It should have a dedicated program for precision study. Vendor must provide QC software to manage QC data of the laboratory as per NABH/NABL requirements. 31. Walk away time up to 30 hours. Should have pre and post dilution of samples and rerun capacity of out of range samples. Sampler should be 	
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		<p>continuously cooled 10-15 °C.</p> <p>32. Calibrations should be automatic by 1, 2 point linear method and non-linear method. Calibration by Factor, Point to Point, spline & exponential type be available. Several types of calibration curves should be obtained by using multiple calibrators per test. Calibrator tracking and control with repeat facility be available. Should be able to perform serial dilutions of Calibrator.</p> <p>33. The Operating System should be Windows XP Software English version with graphical operating software.</p> <p>34. It should have capability of : Reaction process monitoring, Cross-contamination pervention, Unclean cup memory & skipping, Patient information memoty, Automatic, Audit report, Report statistics, Reference range inputs, Automatic dormancy and start up, Report Printing, Report formats in user-defined mode.</p> <p>35. It should have Reagent Inventory Calculation of remaining reagnet volume and number of tests available. Alerts for reagents shortage to ensure continuous analysis by Reagnet refill message and monitoring.</p> <p>36. It should have the compatible PC with speed not less than 3 GHz, 4 GB RAM, 500 GB HDD, scroll mouse, multimedia kit, 56 KBPS Modem, 32 MB AGP card, CD/DVD RW Drive with 20 inches LED colour Monitor and incompatible operating systems along with compatible printers for documentation with minimum 600 dpi resolution, not less 15 pages/minute speed.</p> <p>37. Complete service manual & circular diagrams, operating manual must be provided.</p> <p>38. Comprehensive and full training of all users by supplier for operating equipment and trouble free maintenance at installation point.</p> <p>39. System should be supplied with all necessary pre requisites, start-up kits, QC and calibrators, free reagents and consumables for testing and calibration.</p> <p>40. Vendor must have 5 year standing in India and have done a least 4-5 installations of same machine in any Govt./Semi Govt./Reputed NABL accredited Lab. and provide the user list with address and telephone contacts.</p> <p>41. Vendor must give written assurance & undertakings that they have an Instrument specialist who will attend to any machine related problems within 24 hours.</p> <p>42. The system should be quoted with standard one year warranty and AMC/CMC for next three years should be quoted.</p> <p>43. Demonstration of functionality should be arranged.</p> <p>44. Service back up should be available within 24 hours after which penalty of Rs. 5000 will be imposed for each passing day.</p>		
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Note :-

1. The firm should have its own manufacturing plant and should have its own quality control and research laboratory.
2. The equipment should be US FDA/ISO 9001-2008/E-CE certified with certificate no.
3. After installation the firm should provide detail technical, manual and facility for interfacing with E-Parikshan software (DICOM compatibility with serial/USB port for online reporting & data storage etc.)
4. The manufacturer should have service engineer locally based in zonal head quarter of Rajasthan.
5. The list of engineer working in Rajasthan with their appointment proof and contact no. and address should be provided.
6. The equipment should be pest proof.
7. Bidder should submit original literature/broacher of Quoted Model, Technical compliance detail & should clearly demonstrate having any deviation between technical specifications & broacher/literature of the quoted model.

Signature of Bidder with seal

FINANCIAL BID FOR QUOTED ITEM

[illegible]

LEA009	(D) FULLY AUTOMATED CLINICAL CHEMISTRY ANALYZER (HIGH SPEED)		5	Each									
Rates shall only be filled in BOQ on https://eproc.rajasthan.gov.in (Not to be disclosed here)													

For comparison of rates the average comprehensive annual maintenance charges per year shall be added to the net rate (Column No. 6) of equipments, if CAM (Comprehensive Annual Maintenance) is applicable.

Date

Signature
Name in Capitals
Company / Firm Seal

NOTE: -

1. THE CONCESSIONAL CST AGAINST C- FORM SHALL BE APPLICABLE.
2. CATALOGUE NO. SHOULD BE AS PER NUMBERING IN THE CATALOGUE.
3. THE RATE QUOTE SHOULD BE INCLUSIVE OF EXCISE DUTY BUT EXCLUSIVE OF SALES TAX.
4. EXCISE COMPONENT SHOULD BE SEPARATELY SHOWN IN COLUMN NO.8 FOR FURTHER REFERENCE.(SEE CONDITION NO. 14.(V) ETC.
5. RATE SHOULD BE QUOTED ON SEPARATE SHEETS FOR EACH ITEM. (SEE CONDITION NO. 5)
6. RATE SHOULD BE QUOTED ONLY FOR PACKING UNITS AS MENTIONED IN THE TENDER CATALOGUE.
7. NO QUANTITY OR CASH DISCOUNTS SHOULD BE OFFERED.
8. RATE SHOULD BE WRITTEN BOTH IN WORDS AND FIGURES.
9. READ ALL THE TERMS & CONDITIONS BEFORE FILLING THE ANNEXURE-D.
10. PLEASE QUOTE RATES OF MAINTENANCE CHARGES AFTER GUARANTEE PERIOD, IF APPLICABLE FOR THE ITEM.
11. PLEASE QUOTE RATES IN ABSOLUTE AMOUNT ONLY.
12. PLEASE ENCLOSE THE RATE LIST OF REAGENT, CONSUMABLES & SPARES FOR MAKING SUPPLIES TO RMSC IN ANNEXURE- L (Point-6)
13. FIRM IS ALSO REQUIRED TO SUBMIT COST ANALYSIS DETAILS / REPORT OF PER TEST WITH ALL REQUIRED DOCUMENTARY EVIDENCES

ANNEXURE –E

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

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

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

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

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

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal

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

ANNUAL TURN OVER STATEMENT

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

Sl. NO.	Years	Turnover in Lacs (Rs)
1.	2009-10	-
2.	2010-11	-
3.	2011-12	-
Total		- Rs. _____ Lacs
Average turnover per annum		- Rs. _____ Lacs

Date

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

ANNEXURE-G

Rajasthan Medical Services Corporation Limited, Jaipur

STATEMENT OF PAST SUPPLIES AND PERFORMANCE

(SPECIAL TERMS & CONDITIONS NO. -11)

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

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

Note:-

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

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

Place :

Date :

(Name)
Signature of
Bidder with Seal

ANNEXURE –H

Rajasthan Medical Services Corporation Limited, Jaipur

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

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

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

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

(Name)
Signature of
Bidder with Seal

ANNEXURE -I

Rajasthan Medical Services Corporation Limited, Jaipur

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

(To be submitted with cover "A")

We are received DD/BC No.dated.....for Amount
Rs... from The Director (PH) Medical & Health Services, Rajasthan, Jaipur.

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

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal

ANNEXURE -J

Rajasthan Medical Services Corporation Limited, Jaipur

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

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

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

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

Place.....

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

ANNEXURE-K-I
(STATEMENT NO. I)

Rajasthan Medical Services Corporation Limited, Jaipur

To,

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

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

NAME OF FIRM: _____

RATE CONTRACT NO & DATE _____

ITEM _____

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

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

(SIGNATURE OF SEAL OF FIRM)

(SIGNATURE & SEAL OF CONSIGNEE)

NOTE:-

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

ANNEXURE-K-II
STATEMENT NO. II

Rajasthan Medical Services Corporation Limited, Jaipur

To,

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

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

NAME OF FIRM: _____

RATE CONTRACT NO & DATE _____

NAME OF ITEM _____

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

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

(SIGNATURE OF SEAL OF FIRM)

NOTE:-

1. Column no. 1 to 14 are to be filled by firm and shall be submitted to E.D. (EPM).
2. The information filled in by firm shall be corrected, completed and verified by Consignee/ Purchase Officer, wherever required.
3. Attach separate sheets whenever necessary.

ANNEXURE-L

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

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

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

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

WHEREAS:

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

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

1. COMMENCEMENT :- CMA will only be commence after the two years guarantee period and a written request by concerned M.D., RMSC/ E.D. (EPM), RMSC or his authorized officer to the firm. The M.D., RMSC/ E.D. (EPM), RMSC shall ensure the availability of funds and shall also examine the CMA necessity for a particular equipment/instrument.
2. **TERM, EXTENSION AND TERMINATION OF THIS AGREEMENT:**
 - (i) This C.M.A. is the supplementary part of Original Agreement (Rate Contract) No.---- of this equipment or instrument.
 - (ii) The validity period of this C.M.A. is for 5 years, which starts from the next day of completion of Guarantee period Rate Contract referred in clause first above. The C.M.A. Starts from----- day of ----- 2012 and shall end on the dated----- . However, CMA may be extended for further two years by mutual consent subject to the same terms & conditions.
 - (iii) The Security deposited shall be refunded as per clause 12 of original Agreement R/C No. ----- subject to that :-
 - (a) The 25% of total deposited S.D. amount shall be withheld against the security of this supplementary (CMA) agreement.
 - (b) If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described under clause-8 or any other recovery from security deposit.

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

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

- (a) Onsite & Service Centre Labor for carrying out preventive maintenance and repairs.
- (b) All parts require replacement shall be supplied to the Consignee by the **(Name of Firm/Company)**under this agreement at no additional cost, during CMA period.
- (c) Safety and software updates for features that were originally purchased and forming part of the Equipment during commencement of this agreement.
- (d) Routine Cleaning, lubrication, replacement of o' rings gaskets etc. for all mechanical instruments.
- (e) Routine cleaning & calibration of electronic equipments.
- (f) Spare parts are included in the CMA offer and will not be charged extra.
- (g) Firms Offering Conditions:-

- Response time < 48 Hours after first contact
- Service hours Mon-Fri (09:30-18:00)
- Preventive Maintenance (PM)** Any number
- Parts for Preventive maintenance All, as per requirement
- Breakdown All
- Technical & Application Support Session As required
- Demonstrations & Trainings As & when required

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

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

(ii) Exclusions of Service under this Agreement:

- (a) Damages caused by or arising out of or aggravated by fire caused by sources external to the Equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations, (whether war be declared or not), civil war, revolution, insurrection, mutiny, Labor unrest, lockout, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.
- (b) Any work external to the Equipment covered under this Agreement.
- (c) This Agreement does not cover hardware upgrade of any kind.
- (d) All consumables as per Bid documents as per as clause- 5 .
- (e) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CAM agreement period.

- (f) Training for the Quoted equipment/machine, if required, will be provided by the firm without any additional charges.

(iii) Limitations of Services under this Agreement:

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

4. CARE FOR THE EQUIPMENT:

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

5. PRICE

- (i) In consideration of **(Name of Firm/Company)**..... providing the Services (as set out in Clause 2 above), the M.D., RMSC/ E.D. (EPM), RMSC shall pay to **(Name of Firm/Company)**..... Maintenance Contract charges (hereinafter the “CMA Charges”) for the equipment set out in Annexure L, annexed to this Agreement.
- (ii) The CMA Charges specified above is inclusive of all taxes, levies, impositions, cess etc. as may be applicable on the Services rendered by **(Name of Firm/Company)**..... to the Consignee. If any fresh taxes, levies impositions, cess is levied and changed by the appropriate governmental authority during the Term of this Agreement; the variation shall be borne by the Purchase Officer.
- (iii) All the defective parts/items shall become the property of **(Name of Firm/Company)**..... on replacement of parts and have to be returned to **(Name of Firm/ Company)**..... by the Purchase Officer only if same are replaced without charges.
- (iv) No price escalation will be applicable.

6. LIST AND RATES OF REAGENTS, CONSUMABLES & SPARES:

The (Name & Brand of Equipment)..... has the following requirement of Reagents, Consumables & Spares without which this equipment cannot be made Operational/functional :-

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

A Committee of three members comprising of Hospital In charge, Specialist and the senior most accounts person of that institution will decide the reasonability of rates of Reagents, Consumables & Spares by negotiation with the firm.

7. PAYMENT TERMS:

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

8. LIQUIDATED DAMAGES:

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

9. ASSISTANCE FOR PROVIDING SERVICE:

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

10. LOCATION & LOCATION CHANGE:

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

11. INDEMNIFICATION:

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

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

12. DISPUTE RESOLUTION COMMITTEE:

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

13. JURISDICTION:

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

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

SIGNED ON BEHALF OF THE

SIGNED ON BEHALF OF THE

SIGNED-----

SIGNED -----

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

NAME_____

NAME_____

(CAPITALS)

(CAPITALS)

DESIGNATION:_____

DESIGNATION: _____

RUBBER STAMP

RUBBER STAMP

Witness No. 1

Witness No. 1

Witness No. 2

Witness No. 2

ANNEXURE-M

Rajasthan Medical Services Corporation Limited, Jaipur

Maintenance Contract Charges/Rates

(Rates From Annexure -D/BOQ)

(Amount In Rs.)

S.No.	Years (After Completion of Guarantee Period)	Prices including taxes and other all kind of charges	
		In Figures	In Words
1	Ist Year		
2	IInd Year		
3	IIIrd Year		
4	IVth Year		
5	Vth Year		

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

Signature with seal

Authorized Signatory of Firm

Signature with seal

Authorized Signatory of Corporation

ANNEXURE-N

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

I/We M/s. represented by its Proprietor/managing Partner/Managing Director having its Registered Office at and its Factory Premises at do declare that I/we have carefully read all the conditions of bid in Ref. for supply cum rate contract of **Item** for Rajasthan Medical Services Corporation Ltd. for the year 2013-14 and accepts all conditions of bid including amendments if any.

I/We agree that the Bid Inviting Authority (Procuring Entity) may forfeit Earnest Money Deposit and or Security Deposit and blacklisting me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, Annexure-B and other relevant documents.

Signature & Seal of bidder
Name & Address:

Note:- To be attested by the Notary

ANNEXURE-O

FORM NO. 1

[See rule 83 of RTPP]

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

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official Address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Ground of appeal:

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

7. Prayer:

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

Place

Date

Appellant's Signature

ANNEXURE-P

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my /our Bid submitted to for procurements ofin 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:

ANNEXURE-Q

Rajasthan Medical Services Corporation Limited, Jaipur

VERIFICATION

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

DEPONENT

ANNEXURE-R

Registered

Rajasthan Medical Services Corporation Limited, Jaipur

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

F.8()RMSC/EPM/RC/M-1/12

Dated:

OFFER LETTER

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

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

Ref :- Your tender dated

Item (s) as per schedule enclosed/ noted/is/are approved in your favour against the rate (s) quoted by you in the above mentioned tender. According to clause No. 17 of the terms & conditions of the tender it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs.5000/- and a furnish the requisite amount of Security Deposit. The amount of Security Deposit calculated on the basis of the approved items and approximate quantity mentions in the tender from works out to Rs. (Rs. Only)

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

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

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

You are, therefore, informed to return the agreement form along with schedule of approved item (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. the copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the Terms and

Conditions of the tender and it will also be presumed that you are not able interested in entering into the rate contract and approval will be cancelled without notice or any reference.

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

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

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

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

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

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

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

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

Managing Director
Rajasthan Medical Services Corporation
Jaipur

ANNEXURE-S

Rajasthan Medical Services Corporation Limited, Jaipur

E.D. (EPM), Room No-312, 'D'-Block, Swasthya Bhawan,

Tilak Marg, C-Scheme, Rajasthan, Jaipur

SCHEDULE OF RATES

Schedule of approved item for the Rate Contract Period 2013-14

Ending ...-...-....

(Without any counter conditions imposed by you)

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

Name & Detail of item-.....

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

ED(EPM)
Rajasthan Medical Services Corporation
Jaipur

Signature of Approved Supplier
with Seal

ANNEXURE-T

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

AGREEMENT

1. This Deed of agreement is made on this day of2012 for the Rate Contract period 2013-14 ending of equipments item-----
-----between M/s -----
-----represented by its Proprietor/Managing Director/Managing Partners having its registered office at
and its factory premises at..... (hereinafter called "the approved supplier", which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the Rajasthan Medical Services Corporation Ltd.(RMSC), represented by its Executive Director (EPM) having its office at D-Block Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "The Purchaser" which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
2. Whereas the supplier has agreed with the Purchaser, the equipments, instruments and other supplies with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the RMSC of the State of Rajasthan at its Head Office as well as at offices/consignees throughout Rajasthan, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in **column No. ---** (Approved Rate-----) of the said attached schedule.
3. And where as the approved supplier has deposited with the purchaser a sum of **Rs.----**
----- (In words Rs.-----only) as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying duly and faithfully to perform it. Now these present witness that for carrying out the said Agreement in this behalf into execution the Supplier and the Purchase do hereby mutually covenant, declare, contract and agree of them with the other of them in the manner following, that is to say,
 1. The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to tender floated for the supply of Equipments, Instruments and other supplies for Rajasthan Medical Services Corporation Ltd for the year 2013-14, the instruction to

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

2. (a) The Agreement is for the supply by the Supplier to the Purchaser of Equipments, Instruments and other supplies specified in the Schedule attached hereto at process noted against each therein on the terms and conditions set forth in the Agreement.

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

(c) The Tender Quantity noted against each item in the schedule attached hereto indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period of 12 months indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the purchaser. The supplier shall supply for the equipments, instruments and other supplies on the basis of the supply Orders placed to supplier from time to time by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of Rajasthan.

4. Now these Presents witness:

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

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

S. No.	Items Quantity	Delivery Period
1	As per supply orders	As per terms & conditions of tender

6. (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchase Officer.
- (ii) In case extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the Supplier has failed to supply :-
- | | |
|--|-------|
| (a) Delay up to one fourth period of the prescribed delivery period | 2.5 % |
| (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period. | 5% |
| (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period. | 7.5% |
| (d) Delay exceeding three fourth of the prescribed delivery period. | 10% |
- (iii) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of agreed liquidated damages shall be 10%.
- (i) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (ii) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Supplier.

7. **TERMINATION OF CONTRACT ON BREACH OF CONDITION**

- (i) (a) In case the Supplier fails or neglects or refuse to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as Security Deposit and cancel the Contract.
- (b) In case the Supplier fails, neglects, or refuse to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulation and provision herein contained, it shall be lawful for the Purchaser or any such failure, neglect or refusal, to put an end to this Agreement and thereupon every article, cause and thing herein contained on the part of the Purchaser shall cease and be void, and in case of any damage, loss, expenses, difference in cost or other moneys from out of any moneys for the time being payable to the Supplier under this and/or any other Contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the Purchaser to appropriate the Security Deposit made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the Purchaser shall have sustained, incurred or been put to by reason of the Supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this Contract.
- (c) If at any time during the course of the Contract, it is found that any information furnished by the Supplier to the Purchaser, either in his Tender or otherwise, is false, the Purchaser may put an end to the

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

2. The Purchaser reserves the right to terminate without assigning any reasons therefore the Contract/Agreement either wholly or in part without any notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the Purchaser.
3. Notice Etc in writing
All Certificates or Notice or orders for time or for extra, varied or altered supplies which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.
4. Suppliers not have any interest in the offices concerned and subordinates
The Supplier shall not be in any way interested in or concerned directly or indirectly with, any of the Officers, Subordinate or Servants of the Purchaser. In any trade, business or transactions not shall the Supplier give or pay or promise to give or pay such Officer, Subordinate or Servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the Purchaser obtained in first hand.
5. Bankruptcy of the Supplier
In case the Supplier at any time during the continuance of the Contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the Purchaser to put an end to the Agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the Purchaser, shall cease and be void and the Purchaser shall have all the rights and remedies given to him under the preceding clauses.
6. Serving of notice on Supplier
All notice or communication relating to or arising out of this Agreement or any of the terms thereof shall be considered duly served on or given to the Supplier if delivered to him or left at his premises, place of business or abode.
7. Dispute Settlement
All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Managing Director, RMSC and the decision of the M.D. RMSC shall be final as per tender terms and conditions.

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

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

8. If the rates of the approved items are reduced in any manner by the G.O.I./other state Govts, the approved supplier will have to reduce the rates in the same proportion.
9. The Firm Shall furnish consolidated statement of supplies made, in enclosed format to each consignee in Statement No I & in statement No II to ED(EPM),RMSC by the 10th of the month duly verified by the consignee (s) as per terms of conditions.
- IO. JURISDICTION:
All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jaipur.

In witness whereof the parties here to have set their hands on the dayof 2012..

For and on behalf of RMSC

Signature of the approved
Supplier with Seal

Executive Director (EPM)
Rajasthan Medical Services Corporation,
Jaipur

Witness No. 1

Witness No. 1

Witness No. 2

Witness No. 2