

Amended Tender form is non – transferable  
CONDITIONS OF TENDERS AND CONTRACT

N.B. TENDERER SHOULD READ THESE CONDITIONS CAREFULLY AND COMPLY STRICTLY WHILE SENDING THEIR TENDERS. IF A TENDERER HAS ANY DOUBT REGARDING THE TERMS & CONDITION AND SPECIFICATIONS, MENTIONED IN THE TENDER NOTICE/ CATALOGUE, HE SHOULD, BEFORE SUBMITTING THE TENDER, REFER THESE TO THE DIRECTOR (PH), MEDICAL & HEALTH SERVICES, RAJASTHAN JAIPUR AND OBTAIN CLARIFICATION. THE DECISION OF THE DIRECTOR (PH), MEDICAL & HEALTH SERVICES RAJASTHAN JAIPUR SHALL BE FINAL AND BINDING ON THE TENDERER.

1. Sealed tender will be received till 1.30 PM on as per schedule (col. no. 6) by the Secretary, Store Purchase Organisation. Directorate of Medical and Health Services, Rajasthan, Jaipur for the Rate contract & one time Supply of Equipments & Instruments for a period of two years from the month of issuance of the rate contract period 2011-2013
2. Only Manufacturing units and Direct Importers holding valid import/Manufacturing license/ Acknowledgement/ Memorandum/IEM/ Registration of SSI unit for manufacturing of quoted equipment whose annual turn over is more than Rs. 1.00 crore (For SSI units of Rajasthan- more than Rs. 20 lacs) are eligible to participate in the Tender. Supplies shall also be effected directly by the manufacture and not through Distributors/Agents/ Suppliers.
3. Sealed Tenders superscribed "Tenders for rate contract for the period 2011-13" containing COVER A & COVER B as prescribed hereafter should be submitted to the Secretary, Store purchase Organisation, Directorate (PH) of Medical and Health Services, Rajasthan, Jaipur.
4. The Tenderer should send along with the Tenders the following certificates for the items tendered in separate cover here after called "COVER A"
  - (i) Earnest Money deposit
  - (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, if they provide.

- (iii) ***Firm must be registered in Central Excise Department & should submit copy of the Registration.***
- (iv) In case of imported Equipments and Instruments Self attested photocopy of import license & license for sales issued by concerning licensing authority(Autorization by Foreign Principal), if applicable.
- (v) Duly attested copy of **Acknowledgement of EM-II** issued by **District Industry Center** with in Affidavit as per **Annex – I** under **preference to Industries of Rajasthan, Rules** in respect of stores for which they are registered.
- (vi) Duly attested photocopy of BIS licence renewed upto date with respective schedule for ISI Marked quoted items
- (vii) Duly attested photocopy of ISO Certificate
- (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 years certified by Auditor.
- (x) Copies of latest Balance Sheet & Profit & Loss statement certified by the Auditor (F.Y. 2009-10).
- (xi) (A) Duly attested copy of latest Sales Tax clearance certificate (upto **30.09.2010**) 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 Tenderer & Notarized.
- (xiii) ***Undertaking/Declaration- regarding installed manufacturing capacity, quoted 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.***
- (xiv) Original Tender Catalogue Annexure-C duly filled.
- (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-G).

Signature of Tenderer with seal



**NOTE: -**

- (A) All above mentioned documents duly notarized/attested by Notary public must be submitted. Un attested/ Unnotarized 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 alongwith 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 Tenderer may submit Profit & Loss account & Balance Sheet and annual turnover statement of the previous year if NIT is floated upto 31<sup>st</sup> Oct.
- (G) Following item/certificate of not submitted, the tender will not be considered responsive:-
  - (i) Tender Fees.
  - (ii) EMD.
  - (iii) Manufacturing License/Acknowledgment of Manufacturing License/EM-II from industry department/DIC/NSIC/Competent Authority.
  - (iv) Import License alongwith authorization from foreign principals.
  - (v) Turnover Certificate.
  - (vi) BIS Certificate/License in case of ISI marked items.

5. Financial Bid duly filled as per Annexure-"D" giving the rates for Quoted items in individual envelopes (One envelopes for each item) should be sent in separate sealed cover here after called, "COVER B". Each envelopes should be superscribed with the Name and Catalogue Number of the Quoted Item. COVER-B should also be addressed to the Secretary, Store Purchase Organization Directorate of Medical and Health Services (PH), Rajasthan, Jaipur and should be superscribed "FINANCIAL BID FOR THE SUPPLY OF EQUIPMENTS & INSTRUMENTS." Signatory authority of Tenderer as laid down in condition no. 7(i) should signed each page of Annexure-D.

*Signature of Tenderer with seal*



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**NOTE :-**

- (A) If any item in catalogue has different sizes, lengths, strength & sub group etc., Rates of each size, length, strength and sub-group must be filled in separate format (Annexure "D") & sealed in separate envelopes.
- (B) *VAT or CST* should be mentioned clearly & Separately.
- (C) If the *VAT or CST* is exempted it should be specified in Annexure 'D'.

6. Both covers (A&B) should be send to the Secretary Store Purchase Organization Directorate of Medical & Health services (PH), Rajasthan, Jaipur **within** prescribed time & date. All received tenders will be opened in the presence of Tenderer who choose to be present. **Cover B will be opened only for those tenderers who satisfy the standard criteria laid down by the department on the details furnished by the Tenderer in COVER A, 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 authorised 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 Director, Medical and Health Services Rajasthan, 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 deposit with the Director, Medical and Health Services Rajasthan 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. EARNEST MONEY**

- (i) Tender shall be accompanied **with** an earnest money of Rs. 10,000/- (Rs. Ten Thousand only) per quoted product (according Catalogue) without which tenders will not be considered **as valid**. The amount should be deposited in either of the following forms in favour of Director (PH), Medical & Health services, Rajasthan, Jaipur

**Signature of Tenderer with seal**



- (A) Cash through treasury challan deposited under head "8443-civil Deposits, Kha-Deposit not bearing interest-103-Security Deposits." Challan should be deposited in State Bank of Bikaner & Jaipur, Tilak Marg, Jaipur Branch.
- (B) Bank Drafts/Bankers cheque of the scheduled Bank.
- (ii) Refund of earnest money: - The earnest money of unsuccessful Tenderer shall be refunded soon after **finalization** of the tender. *Tenderer has to produce a Pre stamp receipt as per Annexure-H with the tender Document.*
- (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-I at the rate of Rs. 2500/- (Rs. Two thousand five hundred only) per quoted product.*
- (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 Department/office 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.

**9. Forfeiture of earnest money: -** The earnest money will be forfeited in the following cases:

- (i) When Tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When Tenderer does not execute the agreement if any, prescribed within the specified time.
- (iii) When the Tenderer 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.

**10.** Tender form shall be filled **with** ink or typed. Tender filled **by** pencil shall **not** be considered. The Tenderer 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.

- 11.** (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.**

Signature of Tenderer with seal



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- (iii) It may be noted that the department does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Tenderer 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/late supply will not be entertained.

12. GUARANTEE CLAUSE:-

- (i) The Tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for **a period of 3 years or as per technical specification from the date of delivery/ installation** of the said goods/stores / articles to be purchased and that not with standing the fact that the purchaser may have inspected and/or approved the said goods/stores / articles if during the guarantee period as per technical specification, the said goods/stores/articles be discovered not to **confirm** to the description and quality as afore said/ or have determined and the decision of the purchase officer in that behalf will be final and conclusive the purchaser will be entitle to reject the said goods/stores/articles or such portion there of as may be discovered not to conform to the said description and quality, on such rejection the goods/stores/ articles will be at the sellers risk and all the provisions relating to rejection of goods, etc., Shall apply. The Tenderer shall, if so called upon to do so replace the goods, etc. or such portion there of as is rejected by the Purchase Officer, otherwise, the Tenderer 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 Tenderer 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 Tenderer shall also replace machinery and equipment in case it is found defective which can not be put to operation due to manufacturing defect etc.

Signature of Tenderer with seal



- (iii) In case of machinery and equipment specified by the Purchase Officer the Tenderer shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The Tenderer 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.
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.

15. **MARKING**

All non consumable articles (except glass or imported articles) like instruments, equipments and others accessories etc. Should bear "Rajasthan Sarkar" in Hindi on each with out which the supply will not be entertained

16. 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/ Director (PH), Medical and Health Services, Rajasthan. 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 liable of the container is an offence and the same will be dealt with in the manner prescribed under rules.

Signature of Tenderer with seal



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17. **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) Delivery should be given at stores of Purchasing Officers situated at different place in Rajasthan and rate must be quoted accordingly, The department will pay no cartage or transportation charges.
- (ii) 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.
- (iii) Only *VAT or CST* and surcharge if applicable will be paid over net rate.
- (iv) 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 (Ann. 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.
- (v) Other statutory increase or decrease shall be agreed upon mutually between government 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.
- (vi) 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.
- (vii) 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 and/ or overwriting, 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.

Signature of Tenderer with seal



- (viii) *The Tenderer 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.*
- (ix) (A) No paper should be detached from the tender form.  
(B) The Tenderer shall sign with seal on every page of the tender form and Terms & Conditions (Annexure-B) in taken 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.
- (x) 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 rejected without notice.

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

#### **18. TAX**

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.

#### **19. SAMPLES**

- (i) Samples must be sent of all the quoted items if required within the prescribed period on demand even though the specifications or descriptions etc. are mentioned in the tender 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. Samples of equipments & instrument of the unsuccessful Tenderer may be collected back from the Secretary, Store Purchase Organization, Medical and Health Directorate Rajasthan Jaipur within the period intimated by him. The department will not be responsible for any damage, wear and tear of loss during the course of testing examination etc. The uncollected samples shall stand forfeited to the department after the period allowed for collection and no claim for cost etc. shall be entertained. The department for a period of six month would retain sample of approved items after the expiry of contract. The department shall not be responsible for any damage, wear & tear or loss in stipulated period.

Signature of Tenderer with seal



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The department will not make any arrangement for return of samples even if the Tenderer agrees to pay the cost of transportation. The uncollected approved samples will be retained by the department for twelve months after the expiry of Rate contract after which shall stand forfeited to the department and no claim for cost etc. shall be entertained.

- (ii) 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 Secretary Store Purchase Organization, Medical and Health Directorate Rajasthan Jaipur. 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

- (iii) **No Samples will be paid for.**

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

## 20. **SECURITY DEPOSIT & AGREEMENT**

- (i) *All firms whose offers are accepted will have to deposit a Security Deposit equal to five per cent (5%) of the total value of approximate quantity as per tender catalogue Subject to maximum Rs. Two lac per item in favour of Director (PH), Medical & Health Services, Rajasthan, Jaipur. The security amount shall in no case be less than the earnest money.*

The earnest money of successful Tenderer will be adjusted toward security deposit and balance will be given in one of the following forms only: -

- (A) Cash through treasury challan deposited under head "8443-civil Deposits, Kha-Deposit not bearing interest-103-Security Deposits." Challan should be deposited in State Bank of Bikaner & Jaipur, Tilak Marg, Jaipur Branch.
- (B) Bank Drafts/Bankers cheque of the scheduled Bank.

Signature of Tenderer with seal



- (ii) Successful tenderers will have to execute an agreement on a Non Judicial Stamp Paper Rs. (As mention in intent letter) in the prescribed form with the Director, Medical & Health Services, Rajasthan, 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. The security will be refunded after six months from the date of expiry of the contract on satisfactory completion of contract and after satisfied there are no dues outstanding against the Tenderer. The department will pay no interest on security deposit/Earnest money deposit.
- (ii) Incase 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 DM&HS and decision of DM&HS shall be final. The expenses of completing and stamping the agreement shall be paid by the Tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
- (iv) Central and Rajasthan State Government Undertakings need not furnish amount of Security Deposit.
- (v) *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*
- (vi) 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.

## 21. SUPPLY ORDERS

- (i) All the supply orders will be placed on the approved supplier only (and not Agents/Suppliers/Distributors etc.) by various purchasing officers of the Department through registered post only and the date of registration at the post office will be treated as the date of order for calculating the period of execution. **The supplying firms will execute all orders within 45 Days.**
- (ii) In case of imported items 15 days will be given in addition to above mention period at condition No. 21 (i).

Signature of Tenderer with seal



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

23. **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 Tenderer 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 Tenderer 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 the authority, 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.
- (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 Tenderer, the extension in delivery period may be granted without Liquidated Damage.
- (vii) If the Tenderer 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 Tenderer on his (i.e., Tenderers) account and risk. The Tenderer 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 Tenderer. The Tenderer 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 Tenderer under this or any other contract with the government. If recovery is not possible from the bill and the Tenderer fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Tenderer 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 despatch 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.

**NOTE:- It is clarified that Purchasing Officers may, if necessary, resort to risk purchase without granting any extension as provided in above Condition.**

**GENERAL CONDITIONS**

24. 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 DM&HS as to the quality of stores be final and binding upon the Tenderer. 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.

Signature of Tenderer with seal



25. The Tenderer must remove rejected articles from the destination where they lie within 30 days from the date of information of rejection. The officials will take reasonable care of such materials but will not be responsible for any loss or damage that may occur to while it is on their premises.
26. The Tenderer 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 Tenderer shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.
27. (i) Tenderer are requested to send with tenders, printed descriptive literature of the quoted items.  
(ii) If Tenderer 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.
28. Remittance charges on payment made to the firms will be borne by the firms.
29. All correspondence in this connection should be addressed to the Secretary, Store Purchase Organisation, Directorate of Medical & Health (PH) Services, Tilak Marg, C-Scheme, Rajasthan, Jaipur. Technical questions should be referred to the Director, Medical and Health Services (PH), Rajasthan, Jaipur direct by correspondence or by personal contact.
30. (i) Direct or indirect canvassing on the part of Tenderers 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) Director (PH) Medical & Health Services, Rajasthan, Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.

Signature of Tenderer with seal



31. *No Action on the letter head of the bidder /firm regarding any complaints against the Department will be taken unless the letter head bears the signature of the bidder or the Authority higher than the bidder of the firm.*
32. (A) *Any certificate/documents/information submitted by the Tenderer found to be false/forged/fabricated etc. than bidder shall be liable for the appropriate legal action alongwith disqualification, banning, suspension etc. etc. for limited or unlimited period.*
- (B) *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.*
33. (i) The quantity indicated in the catalogues are mere estimates and are intended to give an idea to the prospective Tenderer to enable them to decide whether they will undertake to supply the article to this Department on most competitive rates. The figures indicated in the catalogue do not constitute any commitment on the part of department 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 Department 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.
- (ii) **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 out side Rajasthan as per **Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995. It is clarified that purchase preference only be granted to the industries of Rajasthan.**
- (iii) (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.
- (B) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan VAT or CST shall be included.

Signature of Tenderer with seal



34. Validity :- Tenders shall be valid for a period of six months from the date of opening of tender.
35. The Department reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which Tenderer has been given or distribute items of stores to more than one firm/supplier.
35. The Tenderer 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.
  - (iii) Address of residence and office, telephone numbers in case of Sole Proprietorship.
  - (iv) Registration issued by Registrar of Companies in case of Company.
36. The Store 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 Director of Medical & Health Services, Rajasthan, Jaipur.
37. The Director, Medical and Health Services Rajasthan 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 Tenderer will have to abide. However the extension beyond six months can be granted on mutual consent.
38. The contract for the supply can be repudiated at any time by the Director, Medical and Health Services, Rajasthan, Jaipur if the supplies are not made to his satisfaction after giving an opportunity to the Tenderer of being heard and after reasons for repudiation being recorded by him in writing.
39. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
40. The tenderer must be signed at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto.
41. **FALL CLAUSE**  
The prices charged for the Store supplies under the contract by successful Tenderer shall in no event exceed the lowest price at which the successful Tenderer 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 Tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Secretary Store Purchase Organization, Medical & Health Services, Rajasthan, Jaipur and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

Signature of Tenderer with seal



42. (i) Articles rejected by the purchasing officer will have to be replaced by the Tenderer at his own cost within the time limit fixed by the purchasing officer.  
(ii) If however, due to exigencies of government work such replacement either in whole or in part is not considered feasible, the Store Purchase committee, after giving opportunity to the Tenderer of being heard, shall for reasons to be record, deduct a suitable amount from the rates. His decision in this matter will be final. Expenses on Laboratory tests of items supplied shall have to be borne by the suppliers.
43. Legal proceeding if any arising out of the Tender shall have to be lodged in courts situated in Jaipur City only.
44. The Stores purchase Committee can relax the terms and conditions in the exigency of the department work. In case of urgency the Terms & Conditions will be relaxed by the Director (PH), Medical & Health Services, Rajasthan Jaipur.
45. Rates of this rate contract will remain valid until the rate contract of Rajasthan Medical Services Corporation comes into effect or expiry of this rate contract period, which ever is earlier.

Director (PH),  
Medical and Health Services  
Rajasthan, Jaipur,

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

Signature of Tenderer with seal



Special Terms and conditions for Purchase of Equipments & Instruments

- 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, 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 Contract as mentioned in technical specification** after Expiry of Comprehensive Guarantee period should be submitted with the **cover" A" and Rates in cover "B" respectively. The price of CAMC shall be taken into account while evaluating the price bid. (Annexure-E) CAMC will be commence after guarantee period on a written request made by the concerned purchase officer(s) to the firm.**
- 4 Training for the Quoted equipment/machine if required will be provided by the firm without any additional charges.
- 5 During breakdown of equipments/machine firm will depute the engineer for immediate rectification of defect within 48 hours positively otherwise a sum equivalent to 0.25% of the cost of equipment per day will be recovered from the firm as penalty from the date of intimation.
- 6 4-6 nos preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CAMC contract period.
- 7 **Conditional tenders will not be considered.**
- 8 **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.**
- 9 Transshipment will be permitted and partial shipment not allowed.
- 10 Payment will be released after installation, demonstration of machine & training satisfactorily.
- 11 The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR)
- 12 All certificate should be valid on the date of submission of tender & issuing of work order.
- 13 The bidder should have well equipped local service center in India preferably in Rajasthan.
- 14 **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 atleast 25% in last three Calendar years (2008-2010) of the quantity specified in the NIT.**



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The list of such installation of the quoted equipments are to be provided by the bidder in the enclosed Performa.(Annex.-F) and should submitted self attested copy of purchase order, Indent and invoice(Inclusive of Quantity & Rate).

- 15 **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.

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

Signature of Tenderer with seal



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## ANNEXURE- D

(USE SEPARATE SHEET FOR EACH ITEM)

## FINANCIAL BID FOR QUOTED ITEM

1	2	3	4	5	6	7	8	9
Cat No/ Name of Item	Name Item With full Specificati on	Brand	Approx Qty.	Packing Unit	Net Rate Per pack ing Unit	Rate of RST (VAT) or CST if applicabl e	Rate of Excise duty (It should be included In net Rate) (Col, 6)	Amount of excise duty workout accordi ngly Col.No. 8

Signature

Date

Name in Capitals  
Company / Firm Seal

## NOTE: -

1. Catalogue No. Should Be As Per Numbering In The Catalogue.
2. The Rate Quote Should Be Inclusive of Excise Duty But Exclusive of Sales Tax.
3. Excise Component Should Be Separately Shown in Column No.8 For Further Reference.(See Condition No. 17.(iv)
4. Rate Should Be Quoted on Separate Sheets For Each Item. (See Condition no. 5)
5. Rate Should Be Quoted Only For Packing Units as mentioned in the Tender Catalogue.
6. No Quantity or Cash Discounts should be offered.
7. Rate Should Be Written Both in Words and Figures.
8. Read all the Terms & Conditions before filling the Annexure-D.