

Ref. No.:F.02()/RMSCL/PROCUREMENT/WIC/NIT-3/2013/ Dated 29.7.2013

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India

Tel No: 0141-2228066, 2228064, E-mail: rmisc@nic.in

**BID FOR THE ANNUAL RATE CONTRACT CUM SUPPLY FOR
WALK-IN-COOLERS TO RAJASTHAN MEDICAL SERVICES
CORPORATION LTD.**



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LAST DATE OF SUBMISSION OF ONLINE BIDS 21.8.2013

Ministry of Health & Family Welfare
Government of Rajasthan
RMSCL
“Mukhyamantri Nishulak DavaYojana”
‘D’ Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India
Tel No: 0141-2228066, 2228064, E-mail: rpsc@nic.in

Ref. No.:F.02()/RMSCL/PROCUREMENT/WIC/NIT-3/2013/150 Dated 29.7.2013

Notice Inviting Bids

Bids are invited up to 1.00 PM of 21.08.2013 for Annual rate contract cum supply of for Walk-in-Coolers for the year 2013-14. Details may be seen in the Bidding Documents at our office or at the website of State Public procurement Portal <http://sppp.raj.nic.in>, www.dipronline.org and www.rpsc.nic.in and may be downloaded from there. Tender fee and Bid Security (EMD) are to be deposited in the office of RMSCL or through D.D./ bankers cheque in favour of M.D. RMSCL (tender fees and EMD) before due time and date of bid submission.

Executive Director (Procurement)
RMSCL

BID FOR THE ANNUAL RATE CONTRACT CUM SUPPLY FOR WALK-IN-COOLERS TO RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

BID REFERNCE : F.02()/RMSCL/PROCUREMENT/WIC/NIT-3/2013/150 Dated 29.7.2013

Date and time for downloading bid document : **01.8.2013 from 1.00 PM**

PREBID MEETING WILL BE HELD ON : **07-08-2013, at 11.30 am Meeting Hall, RMSC, Swasthya Bhawan , Jaipur**

Last date and time for Downloading bid document : **20.8.2013 at 6.00 PM**

Last date and time of submission of bids : **21.8.2013 at 1.00 PM**

Date and time of opening of technical bids : **21.8.2013 at 2.30 PM**

COST OF THE BID DOCUMENT : **Rs. 2000/-**

FOR SSI UNIT OF RAJASTHAN : **Rs. 1000/-**

TENDER FOR THE SUPPLY CUM RATE CONTRACT OF WALK IN COOLERS FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2013-14

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires) invites TENDER FOR THE SUPPLY CUM RATE CONTRACT OF WALK IN COOLERS FOR THE YEAR 2013-14.

1. **LAST DATE FOR RECEIPT OF TENDERS.**

Sealed Tenders [in two separate covers {Technical bid(Cover “A”) Price Bid (Cover “B”)] will be received till 21.8.2013 up to 1.00 P.M. by the Rajasthan Medical Services Corporation Ltd. for the supply of Walk in Coolers for the year 2013-14. These two sealed bids will be required to be kept in a third sealed envelope before submitting to the tender inviting authority. The tender should be addressed to Managing Director, Rajasthan Medical Services Corporation Ltd and the bidder is required to mention the Name of item which are offered in the bid, on the cover of third envelope.

(a) The bids shall be valid for a Period of 90 days from the date of opening of cover B (Price Bid) and prior to the expiration of the bid validity, the Tender Inviting Authority may request the tenderers to extend the bid validity for another period of 30 days. The tenderer may refuse extension of bid validity without getting his Earnest Money forfeited.

2 **ELIGIBILITY CRITERIA**

(a) Tenderer shall be a manufacturer having its own valid manufacturing license or direct importer holding valid import license. Distributors/Suppliers/Agents/Loan licensees are not eligible to participate in the Tenders.

(b) Average Annual turnover in the last three financial years (2010-11, 2011-12 and 2012-13) shall not be less than **Rs. 2 Crores** ,

based on audited annual accounts & certified by a Chartered Accountant.

- (c) Tenderer should have permission to manufacture the item quoted as per specification given in the tender from the competent authority.
- (d) Tender should not be submitted for the product/products for which the concern/company has been blacklisted/banned either by Tender inviting Authority or Govt. of Rajasthan or by any other State/Central Govt. and its Drugs procurement Agencies.
- (e) The concern/company/firm which stands blacklisted/banned either by Tender Inviting Authority or Govt. of Rajasthan or by any other State/Central Government or its Drugs procurement Agencies on the date of bid submission shall not be eligible to participate in the tender. If a company/firm and any product was blacklisted for a specified period, then the same will become eligible after the blacklisting period is over. In case the period of blacklisting/banning is not specified, the firm shall be eligible to participate after two years of the date of issue of order of banning/blacklisted.

3. PURCHASE PREFERENCE

- i. 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 L-1 price.]
- ii. Any tender received other than on prescribed form shall not be entertained. The tender form can also be downloaded from the website www.rajswashya.nic.in and rpsc.nic.in. The tender fees shall be deposited by the tenderer separately as applicable by way of Demand draft, along with the earnest money at the time of bid submission.

- iii. **Bid Security/ Performance Security** - Bid Security will be @ 2% of the estimated cost of tender, Security deposit shall be furnished by the successful tenderer equal to 5% of the contract value.

Bid Security and Performance Security will not be taken from Undertaking, Corporation of GoI & GoR. Bid Security (EMD) will be taken at @ 0.5% of the estimated cost of tender from SSI units of Rajasthan and Performance Security @ 1% value of the quantity ordered. They will furnish original or Photostat copy duly attested by gazette officer of the registration of SSI units issued by the Director of Industries in respect of the stores for which they are registered. Duly attested copy of Acknowledgement of EM-II issued by DIC with an affidavit worth Rs.10 as per Annexure-I under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered.

- iv. **Comparison of rates of firms outside and those in Rajasthan:-** While tabulating the tenders of those firms which are not entitled to price preference, the element of Rajasthan VAT shall be excluded from the rates quoted by the firms of Rajasthan and the element of CST shall be included in the rates quoted by the firms of outside Rajasthan. In such case if the price of any commodity being offered for sale by firms in Rajasthan is the same or lower (excluding Rajasthan VAT) than the price of firm outside Rajasthan (including element of CST), the commodity shall be purchased from the firm in Rajasthan.

4. GENERAL CONDITIONS

The tender document may be downloaded from the website (www.rajswashya.nic.in & rpsc.nic.in) and may be submitted provided a Demand Draft/Bankers Cheque of Rs. 2000/- (Rs. 1000/-

for SSI Unit of Rajasthan) is submitted alongwith the tender towards the cost of tender documents.

- i. Tenders will be opened in the presence of tenderer/authorized representatives who choose to attend on the specified date and time, at RMSC Meeting Hall, Swasthya Bhawan, Tilak Marg, C-Scheme Jaipur – 302005.
- ii. At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Tenderer, modify the condition in Tender documents by amendment. All the prospective tenderers who have received the tender document will be notified of the amendment through RMSC website and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.
- iii. Interested eligible tenderers may obtain further information in this regard from the office of the Tender Inviting Authority.
- iv. *In case any document submitted by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and Bid Security/ Performance Security will be forfeited. Bidder/his representative may also be banned/debarred. FIR with police station may also be filed against such bidder/his representative.*

5. TECHNICAL BID – COVER “A”

5.1 The tenderer should furnish the following in a separate cover hereafter called **“Cover A”**.

- (a) Tender fees (in case of downloaded tender document).
- (b) Bid Security shall be @ 2% of estimated cost of tender in the form of Demand Draft drawn in favour of Managing Director, Rajasthan Medical Services Corporation Ltd, payable at Jaipur.
- (c) Documentary evidence for the constitution of the company/Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.
- (d) The tenderer 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.
- (e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the tenderer should sign the tender documents.
- (f) Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender Inviting Authority.
- (g) In the case of direct importer evidence for importing the said items for last 3 years. These may be bill of lading for last three years, certificate of analysis done at importing cargo point in India.
- (h) Duly attested photocopy of Manufacturing licence/ Acknowledgement/ Memorandum/IEM/ Registration of SSI

unit for the products duly approved by the licensing authority (Industrial Department/DIC/NSIC) for every product quoted in the tender. The licence should be renewed up to date.

- (i) In case of imported Items Self attested photocopy of import licence (Import-Export Code) & licence for sales issued by concerning licensing authority, if applicable and authorization of foreign principal manufacturer.
- (j) Annual turnover statement for 3 years i.e., 2010-11, 2011-12 and 2012-13 in the format given in Annexure-II certified by a practicing Chartered Accountant,
- (k) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2010-11, 2011-12 and 2012-13 duly certified by a practicing Chartered Accountant.
- (l) VAT/Sales Tax Clearance certificate, as on 31.03.2013.
- (m) Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from the registration provided they produce the copy of appropriate notification.
- (n) Undertaking that the manufacturer has not been blacklisted, the quoted product has not been declared as not of standard quality during last two years, its manufacturing capacity and other details required on a format mentioned at *Annexure-III*.
- (o) The tender documents should be signed by the tenderer on all pages with office seal.
- (p) A *Checklist (Annexure-XIII)* for the list documents enclosed with their page number. The documents should be serially arranged as per *Annexure-XIII* and should be securely tied or bound.

- (q) All photo copies submitted should be self attested and notarized.
- (r) Duly attested photocopy of BIS licence renewed upto date with respective schedule for ISI Marked quoted items
- (s) Duly attested photocopy of ISO Certificate, if applicable.
- (t) 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.
- (u) 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-IV).

5.2 The above documents should be sealed in a separate Cover Supercribed as **“TECHNICAL BID – COVER “A” – TENDER FOR THE SUPPLY CUM RATE CONTRACT OF WALK IN COOLERS FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2013-14 DUE ON 21.8.2013 At 1.00 P.M .The Name of item quoted should appear on the outer envelope which contain both technical and financial bid.**

TO BE ADRESSED TO “THE MANAGING DIRECTOR, RAJASTHAN MEDICAL SERVICES CORPORATION LTD. ‘D’ BLOCK,SWASTHYA BHAWAN, TILAK MARG, C-SCHEME JAIPUR-302005

6. PRICE BID – COVER “B”

6.1. Cover “B” contains Price Bid of the Tenderer.

- i. Bid should be typewritten and no correction in the price bid in what so ever manner will be accepted. Rates of each item should be quoted on a separate price schedule and the same should be kept and sealed in a separate envelop.

- ii. Each page of the price bid should be duly signed by the tenderer affixing the office seal.
- iii. The tenderer shall fill in the rate in the *Annexure-V* (PRICE Schedule). Tender will liable for outright rejection if any discounts/special offers are made in the bid.
- iv. The rate quoted in column 7 of *Annexure-V* should be for a unit and for the given specification. The tenderer is not permitted to change/alter specification or unit size given in the *Annexure-V*.
- v. The tenderer is required to furnish the break up of price, as per the format of price schedule.
- vi. The bidder shall necessarily quote the excise duty or customs duty applicable, when the item is excisable or imported as the case may be.
- vii. The bidder shall specifically mention – “EXEMPTED” when the item is excisable but exempted for the time being , based on turn over or for any other grounds by the notification issued by the Government of India.
- viii. The bidder once quoted the excise rate is not permitted to change the rate / amount unless such change is supported by the notification issued by the Government or by the order of the court after submission of Tender.
- ix. The bidder who has quoted excise “NIL” in PRICE Schedule and item becomes excisable afterwards, at the time of award of contract, will be eligible for payment only on production of invoices drawn as per central Excise Rules
- 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 be rejected without notice.

6.(2). The tenderers shall submit duly signed PRICE Schedule in a sealed cover Superscribed as “ PRICE BID- COVER “B” - TENDER FOR THE WALK IN COOLERS AND FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2013-14

The “Cover B” should also be addressed to “THE MANAGING DIRECTOR, RAJASTHAN MEDICAL SERVICES CORPORATION LTD”, ‘D’ BLOCK, SWASTHYA BHAWAN, TILAK MARG, C-SCHEME JAIPUR - 302005

6.(3). Two separately sealed covers {Technical bid (Cover “A”) and Price Bid (Cover “B”)} shall be placed in a cover which shall be sealed and Superscribed as “ **BID FOR THE SUPPLY CUM RATE CONTRACT OF WALK IN COOLERS TO RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2013-14 DUE ON 21.08.2013 At 1.00 P.M. The Name of item quoted should appear on the outer envelope which contain both technical and financial bid.** and addressed to the MANAGING DIRECTOR, RAJASTHAN MEDICAL SERVICES CORPORATION LTD, ‘D’ BLOCK, SWASTHYA BHAWAN, TILAK MARG, C-SCHEME JAIPUR - 302005

6.(4). If the last date for submission of Tender is declared holiday, the tenders may be submitted on the next working day up to 1.00 P.M.

7. OPENING OF COVER “A” AND COVER “B” OF TENDER

- a) All the tenderers are entitled to be present at the date and time for opening of Technical Bid- Cover “A” of the tender submitted by them.
- b) The tender will be scrutinized by tender evaluation committee and inspection of manufacturing unit by Technical committee.

Tenderers, who were found eligible on satisfying the criteria for technical evaluation and inspection at a later stage at anytime, will only be invited to be present at the date and time for opening of Price Bid – Cover “B” of the tender.

8. **Bid Security**

The **Bid Security** (Earnest Money Deposit) shall be **@2% of estimated cost of tender**. Bid Security will not be taken from undertakings, corporation of GoI & GoR. EMD will be taken at **@ 0.5% of estimated cost of tender** from SSI Units of Rajasthan. The Bid Security shall be paid in the form of Demand Draft/B.C favouring Managing Director, Rajasthan Medical Services Corporation Ltd., payable at Jaipur. This should be enclosed with the tender in Cover”A”. **Bid Security in any other form will not be accepted.**

The tenders submitted without sufficient Bid Security will be summarily rejected. The Bid Security will be forfeited, if the tenderer withdraws its tender during tender validity period or in the case of a successful tenderer, if the tenderer fails within specified time to sign the contract agreement or fails to furnish the Performance Security

9. **OTHER CONDITIONS**

1. The orders will be placed by the Managing Director, Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
2. The details of the required Walk in Coolers are shown in Annexure-XI. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination.
3. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales tax) should be quoted for each of the required items etc., separately on door delivery basis according to the unit ordered. Tender for the supply of Walk in Coolers with conditions like “AT CURRENT MARKET

RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful tenderers. No quantity or cash discount should be offered.

4. (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 tenderers.
- (ii) Orders will be placed with L1 firms. 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 L1 rates.
- (iii) After the conclusion of Price Bid opening (cover B) the lowest offer of the Tenderer 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 tenderer 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 tenderer is eligible for the placement of purchase orders.
- (v) RMSC will inform the L1 rate to the tenderers 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 tenderers who agree to match L1 rate, will be considered as Matched L1.

- (vi) The tenderer, 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 the order, failing which the supplier is estopped from disputing the imposition of liquidated damages, fine for the delayed supply.
- (Viii) If the L1 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 L1 tenderer for purchase of the items provided such matched L-1 tenderers shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount. Such tenderer 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 L1 supplier and there are more than one such matched L1 supplier, then the purchase orders for the requirement of items will be placed 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 L1 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 tenderer will apply mutatis mutandis to the matched L1 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 tenderers (in ascending order, viz, L2, L3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify RMSC, WITHOUT ANY PROTEST OR DEMUR, for the difference in cost incurred by RMSC and the RMSC is entitled to recover the difference in cost from the amount due/payable to the supplier.
 - (xii) The supplier shall supply the entire ordered quantity before the end of 90 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.
 - (xiv) A period of 7 days will be given for site inspection and situation analysis in addition to as given in clause (xii) & (xiii)
5. The rates quoted and accepted will be binding on the tenderer during validity period of the bid and any increase in the price (except increase due to Excise Duty or

any other statutory taxes) will not be entertained till the completion of this tender period.

6. No tenderer shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the tenderers in the Bids shall not be entertained after submission of the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.
7. Supplies should be made directly by the bidder and not through any other agency.
8. The tenderer shall allow inspection of the factory at any time by a team of Experts/Officials of the Tender Inviting Authority or of the Govt. of Rajasthan. The Tenderer shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for any such inspection their tenders will be rejected.

10. **ACCEPTANCE OF TENDER**

1. The tender evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the tender with reference to various criteria.

2. Tender Inviting Authority reserves the right to accept or reject the items tendered for in a tender without assigning any reason.
3. Tender Inviting Authority, or his authorized representative (s) has the right to inspect the factories of tenderers, before, accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/cancel the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.
4. The acceptance of the tenders will be communicated to the successful tenderers in writing by the tender inviting authority. Immediately after receipt of acceptance letter, the successful tenderer will be required to deposit security deposit and agreement but not later than 10 days.
5. The rates of the successful tenderers would be valid for one year as Annual rate contract and extendable by 3 months with mutual consent.

11. **Performance Security**

The Successful tenderers shall be required to pay Performance Security 5% of the Contract value. Performance Security will not be taken from undertaking, corporation of GoI & GoR. The SSI Units of Rajasthan shall be required to pay Performance Security @ 1% of the contract value.

The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by tender inviting authority in the form of Bank Guarantee issued by any scheduled bank (the validity of bank guarantee should be for a period of Sixty six months from the date of signing of

contract) or Bank Draft in favour of the **Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Tender inviting authority** before releasing the purchase order by the ordering authority.

The 25% of total deposited Performance Security amount shall be withheld against the security of this supplementary (CMC) agreement. If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described under different clauses any other recovery from Performance Security.

12. **AGREEMENT**

- a) The successful tenderer shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the tenderer) within 10 days from the date of the intimation by the Tender Inviting Authority, viz., the Managing Director, Rajasthan Medical Services Corporation Ltd. The Specimen form of agreement is available at Annexure-VII.
- b) The tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons whatsoever.
- c) All notices or communication relating to any dispute arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the tenderer if delivered to him or left at the premises, places of business or abode.
- d) Comprehensive Maintenance Contract (CMC):-If required, firm shall execute a CMC with the department

as described in Annexure-VIII and guarantee clause. The rates for maintenance shall be applicable as quoted in annexure-VI. CMC will only be commence after the guarantee period and on a written request made by the purchase Authority to the firm. The firm shall abide itself by the terms & conditions of CMC.

13 SUPPLY CONDITIONS

1. Purchase orders along with the delivery destinations will be placed on the successful tenderer at the discretion of the Ordering Authority.
2. All supplies will be scheduled for the period from the date of purchase order till the completion of the tender in installments, as may be stipulated in the Purchase Order.
3. If supplies are not fully completed in 90 days, (15 days extra for import item) from the date of the Purchase Order, the provisions of liquidated damages of Tender conditions will come into force. The supplier shall suffer forfeiture of the Performance Security too. The Supplier should supply the items at the destinations specified in the Purchase Order and if the items supplied at designated places other than those specified in the Purchase Order, transport charges will be recovered from the supplier.
4. The order stands cancelled after the expiration of delivery period, if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the tenderer shall also suffer forfeiture of the Performance Security and shall invite other penal action like blacklisting/disqualification/banning from participating in

present and future tenders of Tender Inviting Authority/ordering authority.

5. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
6. If at any time the tenderer has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest, earthquake or other exceptional cause on a specific request made by the tenderer within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes etc.
7. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Tender Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of "Customs" or otherwise, nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tenderer Inviting Authority.

14. Risk and Cost clause

If the tenderer fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other sources or from the

open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause –18, apart from terminating the contract for the default.

15 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 **5 years or 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 found not to conform to the description and quality as afore said/ or have determined and the decision of the purchase authority in that behalf will be final and conclusive. The purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be found not to conform to the said description and quality, on such rejection the goods/stores/ articles will be at the seller's 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 thereof as is rejected by the Purchase authority, 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 Authority in that behalf under this contract or otherwise.

(ii) In case of machinery and equipment also guarantee will be given as mentioned 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.

(iii) In case of machinery and equipment specified by the Purchase Authority 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 Authority who may like to Purchase spare parts from them to maintain the machinery and equipment in perfect condition.

(iv) The price of CMC if required in technical specification shall be taken into account while evaluating the price bid. (Annexure-V) CMC will commence after completion of guarantee period on a written request made by the purchase Authority (s) to the firm and firm shall abide itself by the terms & conditions of CMC (Annexure-VIII). The weightage shall be 95% and 5% (average of whole period) for items cost/rates and CMC respectively as mentioned in Annexure-V & Annexure-VI.

16. INSPECTION:-

- (i) **The tenderer who have qualified in technical evaluation of cover 'A' shall furnish facility to get visited his factory by the Technical team of RMSC.**
- (ii) The material will be supplied according to specification provided at Annexure-XI and shall be inspected by the agency/committee as mentioned in the supply order or amended thereafter by competent authority. Incase 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 contractor shall provide all facilities for inspection/testing free of cost.
- (iii) Not withstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles,

the purchase Authority or his duly authorized Expert 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

- (iv) 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/Purchase Authority. 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 department 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 the supplier.
- (v) If required, the Purchase Authority may refer departmental inspection committee to match the specification with available reserved sample with the RMSC, which is submitted by the firm/supplier at the time of technical approval.
- (vi) 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.

17. PACKING & INSURANCE:

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

- (ii) The packing in each carton shall be strictly as per the specification mentioned in Annexure-XI. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
- (iii) It should be ensured that only first hand fresh packaging material is used for packing.
- (iv) All packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia/BIS Act.
- (v) 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 Authority 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.
- (vi) 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 department and the same shall not be returned to him.

18. REJECTION:

- (i) If the supply is received in damaged conditions it shall not be accepted.
- (ii) Articles not as per specification/ or not approved shall be rejected by the RMSC and will have to be replaced by the supplier firm at its own cost within the time limit fixed by the RMSC.
- (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 RMSC. However sample of ISI marked material found defective shall be kept by Purchase Authority 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.

19. **PAYMENT PROVISIONS**

1. No advance payment towards costs of items will be made to the tenderer.
2. On receipt of the invoices, consignee receipt and report about quality/specification, the payment would be made in 30 days.
3. The incharge of district drug ware house will be required to send to head office of RMSC, receipts of items received from different suppliers, in the format as prescribed. (Annexure IX).
4. All bills/ Invoices should be raised in Duplicate 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.
5. 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 tenderer himself, the tenderer shall be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.
6. (a) In case of any 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 of the price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the tenderer 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.

(b) 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, when the excise duty is chargeable on goods manufactured.

7. (i) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.

(ii) The purchase Authority may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.

(iii) Extension in delivery period:- 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 upto 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%

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

8. If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause, on a specific request made by the Supplier, the time for effecting delivery may be extended by the Purchaser solely at his discretion for such period as may be considered reasonable by the Purchaser. No further representation from the Supplier will be entertained on this account.

20. QUALITY CONTROL DEDUCTION & OTHER PENALTIES:

1. If the successful tenderer fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Bid Security (Earnest Money Deposit) deposited by him along with his tender, shall stand forfeited by the Tender Inviting Authority and he will also be liable for all damages sustained by the Tender Inviting Authority apart from blacklisting the supplier for a period of one year.

2. If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such items IF THE SUPPLIER does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD items within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charge calculated @ 2% per week on the value of items rejected till such destruction.
3. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied items shall be final and binding.
4. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.
5. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.

6. Non performance of any contract provisions shall be examined and may disqualify the firm to participate in the future tenders.
7. (a) In the event of making ALTERNATIVE PURCHASE, as specified in Clause 15(a) the supplier will be imposed penalty apart from forfeiture of Performance Security (Security Deposit). The excess expenditure over and above contracted process incurred by the ordering authority in making such purchases from any other sources or from the open market or from any other tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Performance Security or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.
8. In all the above conditions, the decision **of the Tender Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and binding**, in case of any dispute regarding all cases under tender procedure or in any other non-ordinary situation and would be acceptable to all.
9. All litigations related to the supplier for any defaults will be done by Tender Inviting Authority and his decision will be final and binding.

21. 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 M.D., RMSC, 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.

22. **SAVING CLAUSE**

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

23. **JURISDICTION**

In the event of any dispute arising out of the tender or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honorable High Court (Jaipur Bench) only.

24. **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 CMC shall be taken into account while evaluating the price bid. (Annexure-VI) CMC will 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 CMC 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 in last three Calendar years (2010-2012) 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-X) 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.

25. 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.

26. PROCURING ENTITY'S RIGHT TO VARY QUANTITY DURING ANNUAL RATE CONTRACT PERIOD :

(i) At the time of award of contract, the quantity of WIC originally specified in the bidding documents may be increased or decreased. There will not be any minimum quantity guaranteed against bid quantity. The tender quantity is only indicative. Actual purchase can be more or less than the bid quantity based on actual consumption in the hospitals during Rate Contract period.

(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) However a bidder is bound to supply up to quantity indicated in bid document, considering the total production capacity & capacity dedicated to RMSC. Moreover, the actual purchases beyond Bid quantity may be made keeping in view the supply commitment of bidder to corporation.

27. 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 and declared successful L-1 bidder. However, when the quantity of drugs the subject matter of procurement is very large may not be in the

capacity of the bidder, whose bid is accepted, to deliver the entire quantity of drugs or when it is considered that the drugs being of critical and vital nature, in such cases, the quantity of drugs may be divided between the bidders, whose bid are accepted and the second lowest bidder or even more bidders in that order.

28. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

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

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

i. Filing an appeal

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

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

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

ii. The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall 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 filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

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

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

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

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

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

29. 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.

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

Format of Affidavit
(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 on oath and declare that:

(a) My/Our above noted enterprises M/s..... has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the Districts Industries Center.....The acknowledgement No. is.....dated.....and has 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 machines and is fully equipped to manufacture the above noted items.

Place.....

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

VERIFICATION

*I.....S/o.....Aged.....Yrs...
.....residing
at.....Proprietor/Partner/Director of
M/s.....verify and confirm that the contents at (a), (b)
& (c) above are true and correct to the best of my knowledge and nothing
has been concealed therein. So help me God.*

DEPONENT

ANNUAL TURN OVER STATEMENT

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

SI.NO.	Years	Turnover in Lakhs(Rs)
1.	2010-11	-
2.	2011-12	-
3.	2012-13	-
Total -		Rs. _____ Lakhs
Average turnover per annual		- Rs. _____ Lakhs

Date:

Seal:

Siganture of Auditor/
Chartered Accountant
(Name in Capital)

Declaration and Undertaking
(On Non Judicial Stamp Paper worth Rs. 500/- Attested by Notary Public)
(To be 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 Cat. nos.	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Monthly Supply Commitment In nos.	Annual Supply Commitment In nos.
1	2	3	4	5	6

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. I/We agree that the Tender Inviting Authority forfeiting the Earnest Money Deposit and or Security Deposit and blacklisting me/ us for a period of five years, if any information/document furnished by us is proved to be false/febricated at the time of inspection
- (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 as on with the Department. No VAT/CST is due on M/s..... as on

Signature of Authorized Signatory

Place :

Name and Signature of Tenderer

Date :

Designation with seal

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

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

It should be notarized (To be 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 tenderer with Seal**

PRICE BID

2. Price Schedule

Name of Tenderer _____.

1	2	3	4	5	6				7	8	9	10
Product code No.	Product Name with full Specifications	Brand	Unit pack size *	Qty. offered	Price for each unit				Total unit price [a+b+c+d]	Excise duty If any (percentage & amount)	Total price per item [7 +8]	VAT/CST payable if applicable
					[a]	(b)	[c]	[d]				
					Ex-factory Ex-warehouse Ex-showroom off-the-shelf	Packing & Forwarding	Inland transp., insurance & other local costs incidental to delivery	Other incidental costs as defined in the GCC Data Sheet				
	WIC Capacity 32 Cu.M											

Total Bid Price:

Currency:

In figures:

In words:

Authorised signatory:

(Name & Signature)

Date & Seal:

Note:

- Excise component should be separately shown in column no.8 for further reference.
 - Rate should be quoted only for packing units as mentioned in the Tender Catalogue.
 - No. quantity or cash discounts should be offered.
 - Rate should be written both in words and figures.
 - Read all the Terms & Conditions before filling the Price Schedule.
- * As defined in the tender document.

Annual Maintenance contract charges/rates:
(Rates for CMC)

(Amount In Rs.)

S.No.	Years (After guarantee period)	Prices including taxes and other all kind of charges	
		WIC Capacity 32 Cu.M	
		In Figures	In Words
1	Ist Year		
2	IInd Year		
3	IIIrd Year		
4	IVth Year		
5	Vth Year		

Notes :- Please quote rates of AMC if applicable in the item and the weightage shall be 5% of average rates of whole period for comparison of item rates.

2. Please do not quote rates in percentage.

Authorised signatory:

(Name & Signature)

Date & Seal:

AGREEMENT

This Deed of Agreement is made on this _____ day of _____ 2013 by M/s. _____ represented by its Proprietor/Managing partner/Managing Director having its Registered Office at _____ and its Factory Premises at _____ (hereinafter referred to as “Supplier” which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the Contract) on one part and Rajasthan Medical Services Corporation Ltd, represented by its Managing Director having is office at Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (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.

Where as the Supplier has agreed to supply to the Purchase, the items with specifications mentioned in the Schedule attached here to at the prices noted there in and in the manner and under the terms and conditions here in after mentioned and where as the Supplier has deposited with the Purchaser a sum of Rs _____ (Rupees 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 presents witness that for carrying duly and faithfully to perform it. Now these presents witness that for carrying out the said Agreement in this behalf into execution the Supplier and the Purchaser do hereby mutually covenant, declare, contract and agree each 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 ***Walk in Coolers*** for Rajasthan Medical Services Corporation Ltd for the year 2013-2014, the instruction to tenderers, the conditions of tenderer, acceptance of tender, 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 the Drug and Medicines specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.
 - (b) This Agreement shall be deemed to have come into force with effect from the _____ and it shall remain in force for a period of one year that date with effect from.
 - (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 make supplies of the Drugs and Medicines on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied

required to be supplied at the specific location in the state of Rajasthan.

TERMINATION OF CONTRACT O BREACH OF CONDITION

1. (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 provisions herein contained, it shall be lawful for the Purchaser on 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 the 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 provisions 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.

NOTICE ETC, I WRITING

3. 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, bidding or be of any effect whatsoever.

SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS COCERNED AND SUBORDINATES

4. 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 nor shall the Supplier give or pay or promise to give or pay any 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.

BANKRUPTCY OF THE SUPPLIER

5. 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.

SERVING OF NOTICE ON SUPPLIER

6. 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. 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.
8. In case of Dispute or 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 Arbitrator so appointed by the Parties and shall act as presiding arbitrator.

SUPPLIER

MANAGING DIRECTOR, RAJASTHAN
MEDICALSERVICES CORPORATION LTD.

Witness

Witness

- 1.
- 2.

Comprehensive Maintenance Contract (C.M.C)

This Comprehensive Maintenance Contract 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 , Jaipur or his designated officer's (hereinafter referred to as the "Purchase authority" 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 Purchase authority 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 Contract.

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

- 1. **COMMENCEMENT** :- CMC will only be commence after the guarantee period and a written request by concerned purchasing authority to the firm. The purchase authority shall ensure the availability of funds and shall also examine the CMC necessity for a particular equipment/instrument.
- 2. **TERM, EXTENSION AND TERMINATION OF THIS CONTRACT:**
 - (i) This C.M.C. is the supplementary part of Original Agreement (Rate Contract) No.----- of this equipment or instrument.
 - (ii) The validity period of this C.M.C. is for 5 years, which starts from the next day of completion of Guarantee period Rate Contract referred in clause first above. The C.M.C. Starts from----- day of ----- -- 2012 and shall end on the dated----- . However, CMC may be extended for further two years by mutual consent subject to the same terms & conditions.
 - (iii) The Security deposited shall be refunded as per clause 12 of original Agreement R/C No. ----- subject to that :-
 - (a) The 25% of total deposited S.D. amount shall be withheld against the security of this supplementary (CMC) contract.
 - (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 authority may terminate this Contract during the Term of this Agreement, at any time as he considers appropriate in the interest of RMSC. No compensation shall be paid to said firm for termination.

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

- (a) Onsite & Service Centre Labour for carrying out preventive maintenance and repairs.
- (b) All parts require replacement shall be supplied to the Purchase authority by the (Name of Firm/Company)under this contract at no additional cost, during CMC period.
- (c) Safety and software updates for features that were originally purchased and forming part of the Equipment during commencement of this contract.
- (d) Routine Cleaning, lubrication, replacement of o' rings, gaskets etc. for all mechanical instruments.
- (e) Routine cleaning & calibration of electronic equipments.
- (f) Spare parts are included in the CMC offer and will not be charged extra.
- (g) Firms Offering Conditions :-
 - Response time < 48 Hours after first contact
 - Service hours Mon-Fri (09:30-18:00)
 - Preventive Maintenance (PM)** Any number
 - Parts for Preventive maintenance All, as per requirement
 - Breakdown All
 - Technical & Application Support Session As required
 - Demonstrations & Trainings As & when required

Note: PM Includes Quality Assurance, Safety checks and calibration**
- (h) Contact Details of service providing firm:
 - Full Address:
 - Email ID:
 - Hotline:
 - Service Portal:
 - Toll Free Number:

(ii) Exclusions of Service under this contract:

- (a) Damages caused by or arising out of or aggravated by fire caused by sources external to the Equipment covered under this contract, 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, Labour unrest, lockout, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.
- (b) Any work external to the Equipment covered under this contract.
- (c) This contract does not cover hardware upgrade of any kind.
- (d) All consumables as per Bid documents as per as clause- 25(8) .
- (e) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CMC period.
- (f) Training for the Quoted equipment/machine, if required, will be provided by the firm without any additional charges.

(iii) Limitations of Services under this contract :

- (a) Maintenance and updates will be provided based on originally purchased software options. Additional features, hardware or software, that are not part of the Equipment on commencement of this contract are not included in this contract but can be included on mutually agreed terms and conditions, reduced in writing.
- (b) Parts will be replaced at the sole discretion of **(Name of Purchase Authority)**.....
..... .
- (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 Purchase authority 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 Purchase authority 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 Purchase authority shall pay to **(Name of Firm/Company)**..... Maintenance Contract charges (hereinafter the “CMC Charges”) for the equipment set out in Annexure –XI &XII, annexed to this contract.
- (ii) The CMC Charges specified above is inclusive of all taxes, levies, impositions, cess etc. as may be applicable on the Services rendered by **(Name of Firm/Company)**..... to the Purchase authority. If any fresh taxes, levies impositions, cess is levied and changed by the appropriate governmental authority during the Term of this contract; the variation shall be borne by the Purchase authority.
- (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 authority only if same are replaced without charges.
- (iv) No price escalation will be applicable.

6. LIST OF CONSUMABLES:

The **(Name of Equipment)**..... has the following requirement of consumables without which this equipment can not be made Operational/functional :-

- i.
- ii.
- iii.

iv.

v.

A Committee of three members comprising of Hospital Incharge, Specialist and the senior most accounts person of that institution will decide the reasonable rates of consumables by negotiation with the firm.

7. PAYMENT TERMS :

The Purchase authority 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 favor of service providing firm. The remittance charges shall be borne by the firm. The P.A. shall ensure that maintenance and repair are satisfactory during last half yearly period before further advancing CMC charges to firm.

8. LIQUIDATED DAMAGES:

(i) The Supplier/service providing firm shall be liable to pay a penalty of Rupees 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 authority 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 authority 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 medical department. The Purchase authority 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 .The service providing firm shall participate in proceedings through his authorized signatory of rate contract holding firm only.

13. JURISDICTION:

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

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

SIGNED ON BEHALF OF THE

SIGNED-----

(AUTHORIZED SIGNATORY)

NAME

(CAPITALS)

DESIGNATION:

RUBBER STAMP

Witness No. 1

Witness No. 2

SIGNED ON BEHALF OF THE M.D. RMSC/PURCHASE OFFICER

SIGNED -----

(AUTHORIZED SIGNATORY)

NAME -----

(CAPITALS)

DESIGNATION: -----

RUBBER STAMP

Managing Director,
Rajasthan Medical Services Corporation Ltd.
Swasthya Bhawan, Tilak Marg,
JAIPUR - 302005

Receipt of Items

Name of items

1.	Name of manufacturer	
2.	Supply Challan no. & date	
3.	Quantity received	
4.	Date of receipt of Supply	
5.	Date of installation	
6.	Details of Stock Entry	
7.	Whether Item supplied with test report or not. Specify report no. and date	
8.	Whether Supplies are in good condition?	

Date:

**Signature of Competent
Authority
(With Name & seal)**

STATEMENT OF PAST SUPPLIES AND PERFORMANCE

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

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

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

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 Tenderer with Seal**

Specification for Walk in Coolers

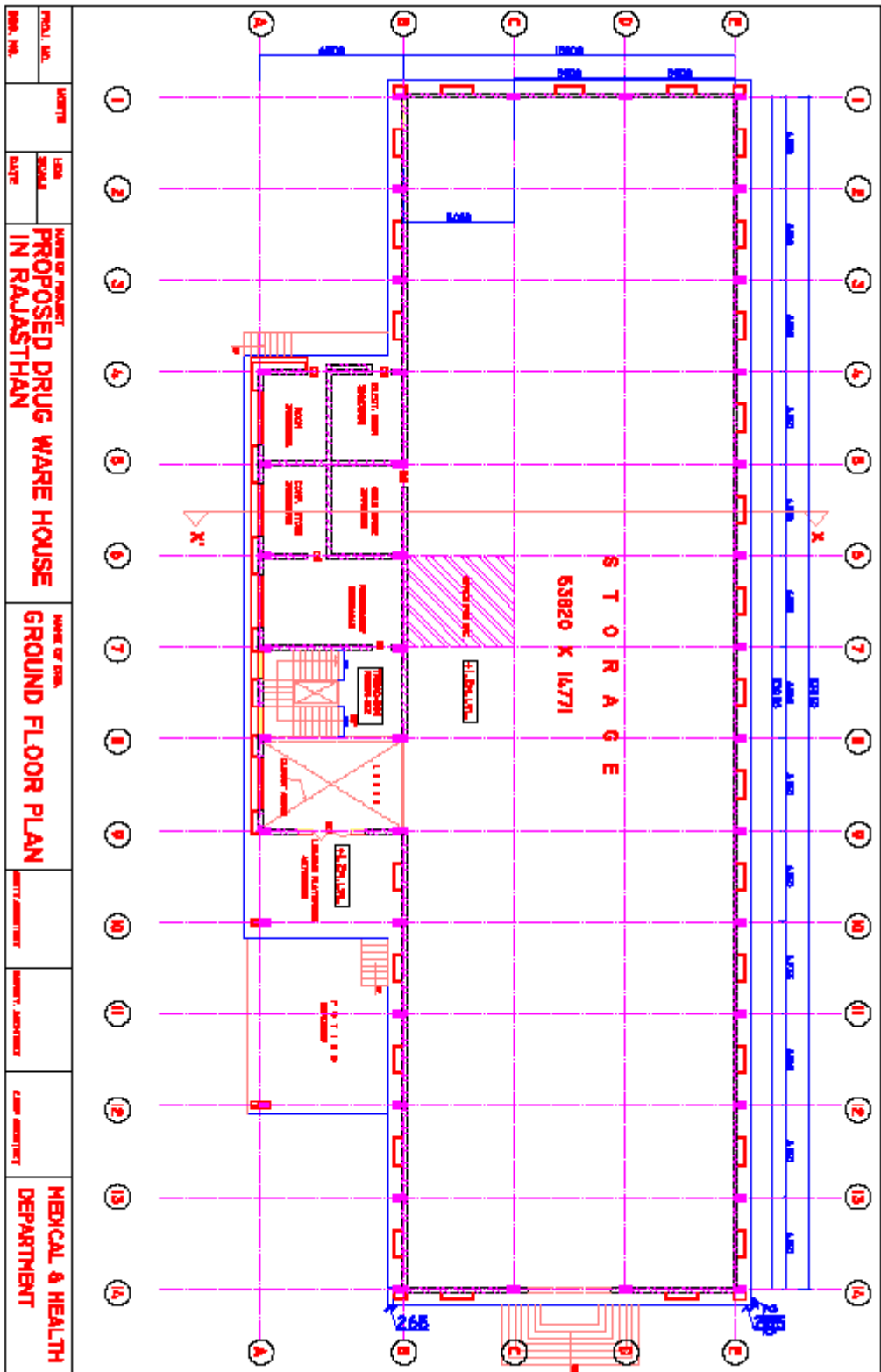
Approx Quantity-02

S.No.	Particulars
	CAPACITY of W.I.C 32 Cu.M
1	PANELS:-
a	To be fabricated of prefabricated panels of 80 m.m to 100 m.m. thickness minimum, modular complete with floor & ceiling panels, mounted on a flat, concrete base.
b	Cold room should be reliable under all condition for stored materials.
c	Panels should be fire resistant and self extinguishing,
d	Panels should be plastic coated pre painted galvanized steel panels of 0.6 m.m thickness or non corrosive metallic panels.
e	Jointing of panels by tongue groove cam locks only and no riveting between walls and ceiling panels.
f	Insulation material polyurethane foam core bounded to steel panels or extruded polystyrene foam.
g	Puff density should be 40 kg/m ³
h	W.I.C floor should be above 3" from the room ground level. WIC room floor should be either prefabricated floor panels, similar to wall panels & to be attached with wall panels with cam locks or concrete slabs to be provided in floor with insulation material in bottom like PUF & tar felt & wall panels to be anchored by drive pins to floor
2	TEMPERATURE :-
a	WIC should maintain a internal temperature of +2°C to + 8°C adjustable according to ambient temperature.
b	It should have hold over time of 4-6 hrs.
3	DOOR :-
(I)	Door with heavy duty lock with internal safely release.
(II)	FRP flush type doors with reputed accessories.
(III)	Plastic curtain on doorways.
(IV)	Door to be lockable with 100% fail safe provision for opening from inside.
(V)	Door shall have an incandescent vapor proof light mounted on the interior of the door section.
(VI)	Easily opening and closing of door.
(VII)	Door size approx. 34"/36" x 72" to 78"
4	REFRIGERATION SYSTEM :-
(I)	Dual refrigeration system (100% stand by) air cooled refrigeration units.
(II)	Automatic defrosting, CFC free refrigerant eco friendly.
(III)	Unit suitable for ambient temp. up to 45°C.
(IV)	Wall mounted 7 days temperature recording circular chart.
(V)	Thermometer (Digital) display in front with remote sensor.
(VI)	Condenser unit consists compressor, oil separator, filters/dryers, stop valves, high and low pressure dial gauge and switches, compressor motor overloads, compressor oil site glass, solenoid valves and other essential

		components.
	(VII)	Compressor should be of reputed make like Copeland, Danfoss, Kirloskar etc. and capacity should be 20,000 BTU to get the desired result, Compressor should be capable to withstand voltage fluctuation of $\pm 10\%$ of rated value. The compressor should auto cut after attaining the set temp.
	(VIII)	Split type system comprising of company fitted condensing unit, fan coil units and electrical panels, ready to be installed.
	(IX)	It should not have 40 DBA at 1 Meter.
5	ALARM :-	
	(I)	High/low temperature alarm.
	(II)	Should be audible.
	(III)	When there is power failure.
	(IV)	When door is left open.
6	SHELVING :-	
	(I)	The room should be equipped with cantilevered shelving to three walls.
	(II)	Each shelf should be slotted to allow good air flow around the material stored.
	(III)	The shelves should be capable of holding an evenly spread 70 kg load.
	(IV)	Shelf should be made from non corrosive medical grade stainless steel.
	(V)	Shelves should be approx. 600 mm wide.
7	D.G.SET :-	
	(I)	10 KVA D.G. set with AMF panel (three phase) for alternate supply.
	(II)	Conforming to CPC guide lines with sound proof canopy.
	(III)	All civil work for installation, cabling and earthing to be provided by supplier.
	(IV)	D.G. set should be complete with automatic control and battery.
8	SERVO STABILISERS :-	
	(I)	It should have 10 KVA rating (Three Phase).
	(II)	It should have 2 Minute restart delay.
	(III)	Facilities for manual operation.
	(IV)	Quick start arrangement.
	(V)	Capable of running both units simultaneously.
9	GENERAL :-	
	(I)	It should be provided with 100% stand by capacity with separate controls against failure of primary system.
	(II)	Automatic change over and starting of secondary system to be provided with thermostatic or electric control.
	(III)	The unit shall be capable of operating continuously in ambient temperature of 5 to 45 deg C and relative humidity of 15-90%.
	(IV)	Bulkhead light and light on/off switch.
	(V)	Interior work space should be well lighted.
	(VI)	Complete installation to be done by the supplier inclusive of installation of stabilizer, drainage system and assembly of the panels and installation of refrigerator units, chart recorders etc.
	(VII)	Exterior and interior joints should be sealed by silicon mastics, to ensure no debris or dirt can accumulate at any time.
	(VIII)	The system should be supported for AMC.

(IX)	The supplier should take care of after sales services.
(X)	The supplier company must have supplied, installed and commissioned cold rooms previously.
(XI)	The suppliers should have ISO Certification for last five years.
(XII)	The supplier must provide factory made product to be assembled at site for insulation and the refrigeration system.
(XIII)	List of fast Moving items to be quoted.
(XIV)	For D.G set maintenance, kit of spare parts to be quoted.
(XV)	Tool kit to be provided.
(XVI)	Fast moving spare parts to be supplied with the supply.
(XVII)	Electrical and refrigeration components and the panels should have national or international approvals like BIS etc.
(XVIII)	Should have local services facility.
(XIX)	All operational and maintenance training to the end users after successful installation and commissioning.
(XX)	Certificate of inspection from independent laboratory approved/recognized by WHO/UNICEF/National Accreditation Boards/STQC labs is essential.
(XXI)	List of important spare parts and accessories with their part number and costing.
(XXII)	User/Technical/Maintenance manuals to be supplied in English/Hindi.

Note :- Electric connectivity from electric meter to WIC work is to be done by the bidder. Minimal civil work required for external unit. Out side/or on the roof is to be part of the bidding document.



Annexure – XII

Location & Size of Walk-in-coolers

S.No.	DISTRICT	Type of DDW	Size of WIC
1	Medical College, Bikaner	New construction	32 Cubic Meter

ANNEXURE – XIII
Ref. Clause No.5.1 (p)

COVER – A Checklist

PAGE NO:

1. EMD in the from of DD shall be kept in an envelop. SSI/NSI certificate for exemption	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2. Documentary evidence for the constitution of the company / concern	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3. a. Duly attested photocopy of License for the product duly approved by the Licensing authority for each and every product quoted	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
b. <i>Duly attested photocopy of Manufacturing licence/ Acknowledgement/ Memorandum/ IFM/ Registration of SSI unit.</i>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4. Duly attested photocopy of Import License, if imported.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. The instruments such as power of attorney, resolution of board etc.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6. Authorization letter nominating as responsible person of the tenderer to transact the business with Tender inviting Authority	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7. True Copy of record of import to establish 3 years market standing.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8. Annual Turnover Statement for 3 Years (Annexure-II)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
9. Copies of balance sheet & profit loss account for three years	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
10. Sales Tax clearance certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
11. The Tender document signed by the tenderer in all pages with office seal	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
12. Excise Registration Certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
13. Declaration and Undertaking (Annexure –III)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

14. Statement of Plant & Machinery
(Annexure - IV)

	Yes		No	
--	-----	--	----	--

15. Statement of past supplies &
performance (Annexure- X)

	Yes		No	
--	-----	--	----	--