

Rajasthan Medical Services Corporation Limited,  
Gandhi block, Swasthya Bhawan, C- Scheme, Jaipur



Tender form  
For

**ITEM (4) :- Face Mask**

**RATE CONTRACT  
CUM**

**Supply of Equipments & Instruments  
(R.C. Period 2012-2014)**

**INDEX**

<b>S.No.</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
<b>1</b>	NIT IN ENGLISH & HINDI	3-4
<b>2</b>	DIRECTIONS FOR BIDDERS/Tenderers IN HINDI & ENGLISH	5-6
<b>3</b>	LIST OF EQUIPMENTS & INSTRUMENTS	7
<b>4</b>	TENDER FORM	8
<b>5</b>	DECLARATION FORM (ANNEXURE-A)	9-10
<b>6</b>	<b>A. GENERAL TERMS &amp; CONDITIONS OF THE TENDER (ANNEXURE-B)</b>	11-29
<b>7</b>	<b>B. SPECIAL TERMS &amp; CONDITIONS (ANNEXURE-B)</b>	30
<b>8</b>	CATALOGUE OF ITEMS-SPECIFICATION (ANNEXURE-C)	31
<b>9</b>	PERFORMA OF FINANCIAL BID (ANNEXURE-D)	32
<b>10</b>	DECLARATION AND UNDERTAKING UNDER GENERAL CONDITION CLUASE NO.-4 (ANNEXURE-E)	33
<b>11</b>	STATEMENT OF ANNUAL TURNOVER (ANNEXURE-F)	34
<b>12</b>	STATEMENT OF PASS SUPPLIES AND PERFORMANCE PLANT & MACHINERY ETC. (ANNEXURE-G)	35
<b>13</b>	STATEMENT OF PLANT & MACHINE (ANNEXURE-H)	36
<b>14</b>	PRE STAMP RECEIPT (ANNEXURE I)	37
<b>15</b>	FORMAT OF AFFIDAVIT (T & C NO. 4(V), (9III)-EM-II (ANNEXURE-J)	38
<b>16</b>	SUPPLY STATUS IN STATEMENT NO. I & II (ANNEXURE-K-I, II)	39-40
<b>17</b>	COMPREHENSIVE MAINTENANCE AGREEMENT (ANNEXURE- L & M)	41 DELETED
<b>18</b>	DECLARATION BY BIDDER – (ANNEXURE-N)	42
<b>19</b>	VERIFICATION OF CONTENTS – (ANNEXURE-O)	43
<b>20</b>	FORMAT OF OFFER LETTER	44-45
<b>21</b>	FORMATE OF SCHEDULE OF RATES	46
<b>22</b>	FORMATE OF AGREEMENT	47-51

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

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

E-Mail – [rmsc@nic.in](mailto:rmsc@nic.in)

No. F-8(M-1/ )RMSC/EPM/Bio-Waste/12-14/ NIT-01/12/60

Dated: 05.09.12

**NOTICE INVITING TENDER**

1. E-Tenders are invited from SSI Units/MSME of Rajasthan/Manufacturers only in prescribed form for the Rate Contract and Supply of Instruments/ equipments/ Items for the R.C. period 2012-13 as per following schedule:-

<b>Date of Selling of Tender Form</b>	<b>Date of Pre Bid</b>	<b>Last Date for Sale of Tender Form</b>	<b>Last Date of Receipt of Tender Form</b>	<b>Date of Opening of Technical Bid</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>10.09.2012 from 11.00 A.M.</b>	<b>18.09.2012 at 3.00 P.M.</b>	<b>17.10.2012 upto 6.00 P.M.</b>	<b>18.10.2012 Upto 1.00 P.M.</b>	<b>18.10.2012 From 3.00 P.M.</b>

2. Detailed particulars of the list of equipment required, tender documents & specifications of equipment may be seen on the govt. of Rajasthan Public Relations Department's Website- "[www. dipronline. Org.](http://www.dipronline.Org)" or [www.rmsc.nic.in](http://www.rmsc.nic.in) or in the office of the E.D. (EPM), RMSCL, D- Block, Swasthya Bhawan, C-scheme, Jaipur.
3. The tender shall only be submitted through e-procurement portal <https://eproc.rajasthan.gov.in> of Govt. of Rajasthan.
4. The Tender form fee Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) downloaded from the website shall be submitted in the form of D.D./Banker cheque in favour of M.D., RMSCL payable at Jaipur. The bidders are also required to deposit processing fee of Rs. 1000.00 in the form of D.D./Banker Cheque in the favour of M.D., RISL payable at Jaipur. The Tender fee, processing fee and EMD shall be deposited physically at the office of M.D., RMSCL, Jaipur before the last date and time of bid submission.
5. A Pre-Bid Meeting will be held as per **column no. 2** of the above schedule, **at 03.00 PM** in the RHSDP Meeting Hall of Directorate of Medical & Health Services, Raj. Jaipur to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes in tender conditions/ Catalogue can be done. **Tenders should be submitted after Pre-Bid meeting. Including all the modifications/Amendments.**
6. Bidder should submit their tender/bid item wise.

**Note:-** If any amendment is carried out in the tender specifications and terms & conditions following pre-bid meeting, the same will be uploaded on the Departmental website "[www.rmsc.nic.in](http://www.rmsc.nic.in)" and will not be published in news papers. In case any inconvenience is felt, please contact over telephone number i.e. 0141-0141-2228066.

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

# राजस्थान चिकित्सा सेवा निगम, जयपुर

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

No. F-8(M-1/ )RMSC/EPM/Bio-Waste/12-14/ NIT-01/12/60

दिनांक 05.09.12

## —: निविदा सूचना :-

1. बायोमेडिकल वेस्ट आइटमों के निस्तारण के लिये औजार/उपकरण/आइटम उपलब्ध कराये जाने हेतु विभागीय दर संविदा एवं आपूर्ति के लिये (दर संविदा अवधि 2012-13) राजस्थान की लघु औद्योगिक ईकाईयों/विनिर्माताओं से ई-निविदाये आमंत्रित की जाती हैं जिसका विवरण नीचे वर्णित है:-

निविदा फार्म बिक्री प्रारम्भ की तिथि एवं समय	प्री-बिड की तिथि एवं समय	निविदा फार्म बिक्री की अन्तिम तिथि एवं समय	निविदा फार्म प्राप्ति की अन्तिम तिथि एवं समय	तकनीकी बिड खोलने की तिथि एवं समय
1	2	3	4	5
10.09.2012 from 11.00 A.M.	18.09.2012 at 3.00 P.M.	17.10.2012 upto 6.00 P.M.	18.10.2012 Upto 1.00 P.M.	18.10.2012 From 3.00 P.M.

2. निविदा का विस्तृत विवरण (उपकरणों की सूची, तकनीकी स्पेसिफिकेशन एवं निविदा शर्तें) जन सम्पर्क निदेशालय राजस्थान सरकार की वेब साईट - "www. dipronline.org." or www.rmsc.nic.in पर या कार्यकारी निदेशक (ईपीएम), राजस्थान चिकित्सा सेवा निगम, डी-ब्लॉक, स्वास्थ्य भवन, सी-स्कीम, जयपुर (कमरा नं0-312) में देखा जा सकता है।
  3. निविदाएँ केवल राजस्थान सरकार के ई-प्रोक्योरमेन्ट पोर्टल <https://eproc.rajasthan.gov.in> के माध्यम से ही प्रस्तुत की जावे।
  4. प्री-बिड मीटिंग का आयोजन आर.एच.एस.डी.पी. के कान्फ्रेन्स हॉल स्वास्थ्य भवन में उपरोक्त वर्णित तालिका के कॉलम नं0- 2 के अनुसार अपरान्ह 03.00 बजे किया जायेगा। तदोपरान्त निविदा शर्तों/तकनीकी स्पेसिफिकेशन में आवश्यक होने पर परिवर्तन किये जा सकते हैं। प्री-बिड मीटिंग के परिणाम स्वरूप होने वाले परिवर्तनों/संशोधनों के पश्चात् ही निविदाएँ इस कार्यालय को भेजने की कार्यवाही करें।
  5. निविदा शुल्क राशि रु. 2000 (रु. 1000.00) राजस्थान की एम.एस.आई. यूनिट के लिये डी.डी. बैंकर्स चैक के रूप में प्रबन्ध निदेशक, राजस्थान चिकित्सा सेवा निगम, जयपुर के पक्ष में होना चाहिए। निविदादाताओं से प्रोसेसिंग फीस के रूप में राशि रु. 1000/- प्रबन्ध निदेशक, आर. आई.एस.एल. के पक्ष में होना चाहिए। निविदा शुल्क, प्रोसेसिंग फीस व अमानत राशि व्यक्तिगत रूप से प्रबन्ध, निदेशक, राजस्थान चिकित्सा सेवा निगम, जयपुर में निविदा प्राप्ति की दिनांक से पूर्व प्रस्तुत करना होगा।
  6. निविदादाता अपनी निविदा आइटम वाईज प्रस्तुत करें। अन्यथा निविदा निरस्त की जा सकती है।
- नोट:- प्री-बिड बैठक उपरान्त आइटमों के तकनीकी स्पेसिफिकेशन अथवा निविदा शर्तों में कोई संशोधन किया जाता है तो वह विभागीय वेबसाइट पर ही अपलोड किया जायेगा, जिसे समाचार पत्रों में प्रकाशन नहीं कराया जायेगा। अतः तदानुसार ही अपनी निविदा प्रस्तुत करें।

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

## निविदा के सामान्य अनुदेश

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

- 1 निविदा दस्तावेज की शर्तों का सावधानी पूर्वक एवं सुक्ष्मतः अध्ययन करे।
- 2 निविदा की शर्तों के तहत आवश्यक प्रमाण पत्र/लाईसेंस/दस्तावेज, पूर्ण तथा आदिनांक तक होने चाहिए।
- 3 ई-निविदाएं राजस्थान सरकार के ई-प्रोक्योरमेन्ट के वेब पोर्टल पर प्राप्त किये जायेंगे।। प्रत्येक निविदादाता को प्रत्येक आईटम के लिये निविदा शुल्क के रूप में राशि रू. 2000/- (रू. दौ हजार मात्र) प्रस्तुत करनी होगी। एस.एस.आई. यूनिट के लिये निविदा शुल्क राशि रू. 1000/- होगी। निविदादाताओं से प्रोसेसिंग फीस के रूप में राशि रू. 1000/- प्रबन्ध निदेशक, आर.आई.एस.एल. के पक्ष में होना चाहिए। निविदा शुल्क, प्रोसेसिंग फीस व अमानत राशि व्यक्तिगत रूप से प्रबन्ध, निदेशक, राजस्थान चिकित्सा सेवा निगम, जयपुर में निविदा प्राप्ति की दिनांक से पूर्व प्रस्तुत करना होगा।
- 4 निविदाएं, निविदा शर्तों एवं शरायतो के विषय में कोई भी जानकारी **कार्यकारी निदेशक (ईपीएम), राजस्थान चिकित्सा सेवा निगम, डी-ब्लॉक, स्वास्थ्य भवन, सी-स्कीम, जयपुर** (कमरा नं0 312) से प्राप्त/ प्रेषित/प्रस्तुत की जा सकती है। तकनीकी एवं वित्तीय बिड ई-प्रोक्योरमेन्ट पोर्टल के माध्यम से प्रस्तुत किया जावें।
- 5 निर्धारित दिनांक एवं समय के पश्चात प्राप्त निविदाओं पर विचार नहीं किया जावेगा ।
- 6 प्री-बिड मीटिंग का आयोजन **आर.एच.एस.डी.पी. मीटिंग हॉल, स्वास्थ्य भवन, जयपुर** में वर्णित तालिका के **कॉलम सं0-2** के अनुसार **अपरान्ह 3.00 बजे** से किया जायेगा। निविदा शर्तों, शरायतों एवं तकनीकी स्पेसिफिकेशन के सम्बन्ध में अभ्यावेदन प्री-बिड मीटिंग से 3 कार्य दिवस पूर्व इस कार्यालय में प्रस्तुत करें। प्री-बिड मीटिंग पश्चात् निविदा शर्तों/तकनीकी स्पेसिफिकेशन में आवश्यक होने पर परिवर्तन किये जा सकते हैं। प्री-बिड मिटिंग के परिणाम स्वरूप होने वाले परिवर्तनों के पश्चात ही निविदाएं इस कार्यालय को भेजने की कार्यवाही करें।

## General Instruction for Tender

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

- 1 Go through the conditions of the document carefully and meticulously.
- 2 Certificates/License/Documents which are required should be complete and updated.
- 3 Tender forms can be obtained from E.D. (EPM), Room No-312 **Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, Tilak Marg, C-scheme, Jaipur** after depositing Non-refundable amount of **Rs.2000/-** (Rs. Two Thousand only) in Cash or demand draft during office hours on any working day. The tender fee shall be Rs.2000/- for each quoted item. **The DD/BC should be in favour of M.D., RMSC, Rajasthan, Payable at Jaipur** Tender form shall be 50% of the Tender cost to the SSI unit of Rajasthan. The Department will not be responsible for the postal delay, if any, in the delivery of documents or non-receipt of the same. Tender forms can be downloaded from Public Relations Department's govt. of Rajasthan Website- "www. Dipronline. Org." or "www.rmssc.nic.in" Cost of downloaded tender forms shall be deposited by the Bidder through DD/BC for the amount as applicable before the last date and time of bid submission.
- 4 **D.D./B.C of tender form fees & earnest money should be submitted separately for each item along with bid & D.D./B.C of tender form fees & earnest money shall be physically delivered to RMSC on or before the time and date of tender submission.**
- 5 The latest annual turnover shall be more than **Rs. 2.00 crore** ( For SSI units of Rajasthan **Rs. 50.00 lacs**). The statement duly Audited by Chartered Accountants & Attested by Notary Public shall be submitted along with bid failing to Specified document bid will be rejected. Distributors/Suppliers/Agents/Loan Licensees are not eligible to participate in the tenders.
- 6 Tender form must be as per Terms & Conditions & submitted properly through e-procurement portal, Cover-A for Technical Bid & Cover-B for Financial Bid separately, and addressed to the Executive Director (EPM), Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, C-scheme, Rajasthan, Jaipur.
- 7 Tender received after prescribed **date and time** will not be considered
- 8 A Pre-Bid Meeting will be held on as per schedule (**Col. – 2**) at **3.00 PM** in the **RHSDP Conference Hall, Swasthya Bhawan, Jaipur** to clarify the issues and to answer questions on any matter that may be raised at that time. The issues to be raised during pre-bid meeting should be referred to E.D. (EPM), RMSC, Jaipur in writing at least three days before the meeting so that these could be properly scrutinized. Necessary Modification in the tender document, if required, may be issued after pre-bid meeting. **Please note that bids should be submitted after Pre-Bid meeting incorporating the modifications, if any.**
- 9 The authorized signatory of firm shall only be entertained to correspondence with the department/ corporation regarding this tender issues.

**List of Equipment & Instruments**

<b>S. No.</b>	<b>Name of Equipment &amp; Instruments (Catalogues)</b>	<b>Estimated Quantity available for supply order (In no. )</b>	<b>Total estimated Quantity for R/C (In no. )</b>	<b>Technical Specification (Annexure-C) Page No.</b>
1	Face Mask	60828	122000	31

**Note:-** The above estimated quantities for placement of supply orders are only indicative and may vary substantively . The supply order shall be placed as per commitment of firm for supplies to RMSC in ANNEXURE-E and clause-18.

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

**TENDER FORM FOR SUPPLY OF INSTRUMENTS/EQUIPMENTS**

**(Tender form is non– transferable)**

**QUOTED ITEM :- Face Mask**

**TENDER REFERENCE** : No. F-8(M-1/ )RMSC/EPM/Bio-Waste/12-14/ NIT-01/12/ Dated:

Name & Address of the Bidder

M/S .....

.....

Telephone .....

Telegram Code .....

Fax No. ....

Mobile No.....

E-mail address .....

LAST DATE FOR ISSUANCE OF TENDER DOCUMENT : 17.10.2012 up to 6.00 P.M.

LAST DATE & TIME FOR RECEIPT OF TENDERS : 18.10.2012 up to 1.00 P.M.

DATE & TIME OF OPENING OF (TECHNICAL BID) TENDERS : 18.10.2012 from 3.00 P.M.

PLACE OF OPENING OF TENDERS : R.H.S.D.P. Conference Hall, Swasthya Bhawan, Jaipur

TENDER FORM FEE : Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan)

RISL PROCESSING FEE : Rs. 1000.00

EMD : Rs. 10000.00

ADDRESS FOR COMMUNICATION : M.D., RAJASTHAN MEDICAL SERVICES CORPORATION LIMITED, D-BLOCK, SWASTHYA BHAWAN, TILAK MARG, C-SCHEME, JAIPUR (RAJ.) PIN. 302005

**Tel. No. 0141-22238066**

**Fax No. 0141-2228065**

**0141-2223887**

**Note- Tender Form Fees are Non-refundable.**

Signature of Bidder with Seal



## Rajasthan Medical Services Corporation Limited, Jaipur

### Declaration Form

(It should be notarized)

I/We..... (Name of Bidder) having our office at..... (Address of Bidder) do declare that I/We have read all the Terms & Condition of the tender floated by M.D., Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the Supply & Rate contract of Instruments/ equipments for the R/C **period 2012-2014** and agree to abide by all the Terms & Conditions set forth therein.

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

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

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

Signature of Bidder with Seal

13	Statement of Installed Manufacturing Capacity. 4 (xiii) ( <b>Ann. – E</b> )	Page no .....	Yes .....	No .....
14	Duly Signed Tender Catalogue in Original con. No. 4(xiv) in ( <b>Ann. – C</b> )	Page no .....	Yes .....	No .....
15	Certificate regarding quoted model is latest technology 4 (xiii) ( <b>Ann. –E</b> )	Page no .....	Yes .....	No .....
16	Certificate regarding rate reasonability 4 (xiii) ( <b>Ann. –E</b> )	Page no .....	Yes .....	No .....
17	Undertaking for availability of Spare Parts & Consumables 4 (xiii) ( <b>Ann. –E</b> )	Page no .....	Yes .....	No .....
18	Undertaking for acceptance of Comprehensive Guarantee ( <b>Ann. –E</b> )	Deleted	Deleted	Deleted
19	Statement of Past Supplies and Performance ( <b>Ann. G</b> ) Special con no.-14	Page no .....	Yes .....	No .....
20	Undertaking of black listing & banning ( <b>Annexure-E</b> ) con no.4 (xiii)	Page no .....	Yes .....	No .....
21	Statement of Plant & Machinery etc. ( <b>Annexure-H</b> ) con no. 4(xv)	Page no .....	Yes .....	No .....
22	Pre - stamp receipt ( <b>Annexure-I</b> ) con no.9 (ii)	Page no .....	Yes .....	No .....
23	Format of DIC with in Affidavit of Rs. 10/- (Annexure-J) (T&C No. 4 (v), 9(iii), 20(v)	Page no .....	Yes .....	No .....
24	Statement no. I & II regarding supply performance status. (Annexure-K (i & ii)	Page no .....	Yes .....	No .....
25	CMA (Annexure-L) on Rs. 100-/ Non Judicial Stamp.	Deleted	Yes .....	No .....
26	AMC Charges/Rats. (Schedule – B of Annexure – D) (Annexure – M )	Deleted	Yes .....	No .....
27	Verification by Deponent (Annexure – N)	Page no .....	Yes .....	No .....
28	Name, photograph & Specimen Signature of Designated Officer/ Person of the Bidder whom is authorized to make Correspondence with the RMSC.	1. .... (Name & Signature) 2. .... 3. ....		

Date

(Name)  
Signature of  
Bidder with seal

**Note: Please mention page number before submitting the tender.**

## **Rajasthan Medical Services Corporation Limited, Jaipur**

### **TERMS & CONDITIONS OF TENDER AND CONTRACT**

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

**A. General terms & conditions:-**

- 1.** E-Tender shall be submitted **1.00 PM on dated 18.10.2012**.as per schedule (col. no. 4) to the E.D. (EPM), Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the Rate contract Supply of Equipments & Instruments for a period of one year from the month of issuance of the rate contract period 2012-13.
- 2.** Only Registered SSI units of Rajasthan for manufacturing of quoted item whose annual turnover is more than **Rs. 2.00 crore (For SSI units of Rajasthan- more than Rs. 50.00 lacs) for last three financial year are eligible** to participate in the Tender. Supplies shall also be effected directly by the manufacturer and not through Distributors/Agents/Suppliers. Bidder should have permission to manufacture the item quoted as per specification given in the tender form the competent authority.
- 3.** Tenders shall be submitted to M.D., Rajasthan Medical Services Corporation, Rajasthan, Jaipur through **https://eproc.rajasthan.gov.in** of Govt. of Rajasthan
- 4.** The Bidder should submit along with the bids the following certificates for the items tendered
  - (i) Earnest Money in the form D.D./banker cheque should be physically handed over to M.D., RMSCL before the date and time of the tender submission.
  - (ii) (a)Duly attested photocopy of Acknowledgement of EM-II Memorandum/IEM/Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the tender. The license should be renewed up to date.
    - (b) For the Production Capacity and the quality control measures properly installed at the production unit- a certificate from NSIC (For Micro and small Scale Industrial units only) /MSME (Micro, Small, Medium Enterprises) is essential at the time of bid/agreement.

Signature of Bidder with seal

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

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

Signature of Bidder with seal

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

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

**NOTE: -**

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

Signature of Bidder with seal

**NOTE :-**

- (A) If any item in catalogue has different sizes, lengths, strength & sub group etc., Rates of each size, length, strength and sub-group must be filled in separate format (**Annexure "D"**).
  - (B) **VAT or CST** should be mentioned clearly & Separately.
  - (C) If the **VAT or CST** is exempted it should be specified in **Annexure 'D'**.
  - (D) The bidder who has quoted excise "NIL" in PRICE Schedule and item becomes excisable afterwards at the time of award of contract or later on, firm will be eligible for payment only on production of invoices drawn as per Central Excise Rules.
6. Both Technical & Financial should be submitted to the M.D., Rajasthan Medical Services Corporation Ltd., D-Block, Swasthya Bhawan, C-scheme, Jaipur-302005 within prescribed time & date. All received tenders will be opened in the presence of Bidder who chooses to be present. Financial will be opened only for those Bidders who satisfy the standard criteria laid down by the department on the details furnished by the Bidder in Technical bid, in compliance of Tender terms & conditions.
7. (i) In event of Tender being submitted by proprietary firm tender must be signed by sole proprietor. In event of a partnership firm tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the tender must be signed by authorized signatory as the manner laid in the Articles of association.
- (ii) Any change in the Constitution of the Firm/ Company shall be notified forthwith by the contractor in writing to the M.D., RMSC Ltd., Jaipur and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner / partners shall be accepted in the Firm by the contractor in respect of the contract unless he/ they agree to abide by all its terms and conditions and submit with the M.D., Rajasthan Medical Services Corporation Ltd., D-Block, Swasthya Bhawan, C-scheme, Jaipur a written agreement to this effect. The contractors receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.
8. Tender documents shall be filled with ink or typed. The Bidder shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
9. **EARNEST MONEY:**
- (i) Tender shall be accompanied with an earnest money of Rs10000/- (Rs Ten Thousand only) per quoted product (according Catalogue) without which tenders will not be considered as valid. The earnest money deposit shall be paid in the form of Demand Draft/Bankers cheque in favour of Managing Director, Rajasthan Medical Services Corporation Limited, payable at Jaipur. This should be submitted physically to M.D., RMSCL before the date and time of submission of bid. **Earnest Money Deposit in any other form will not be accepted.** The tenders submitted without sufficient EMD will be summarily rejected.
  - (ii) Refund of earnest money: - The earnest money of unsuccessful Bidder shall be refunded soon after finalization of the tender . Bidder has to produce a Pre stamp receipt as per **Annexure-I** with the tender Document.

Signature of Bidder with seal

- (iii) Partial exemption from earnest money: - Firms which are registered as micro and SSI Unit of Rajasthan with Commissioner of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit worth Rs. 10 as per annexure-J at the rate of Rs. 10000/- (Rs. Ten thousand only) per quoted product.
- (iv) The central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.
- (v) The earnest money/security deposit lying with the Corporation in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money for the fresh tenders. The earnest money may, however, be taken into consideration in case tenders are re-invited for the same item.

**10. FORFEITURE OF EARNEST MONEY: -**

The earnest money will be forfeited in the following cases:

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

**11. PREFERENTIAL TREATMENT :-**

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

**12. GUARANTEE CLAUSE:-**

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

Signature of Bidder with seal

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

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

### **13. MARKING**

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

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

### **14. RATES AND COMPARISON OF RATES:**

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

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

Signature of Bidder with seal



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

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

Signature of Bidder with seal

**15. APPLICABILITY OF TAXES:**

Only one kind of the sales tax will be payable whether Rajasthan *VAT or CST* or Central Sales Tax depending on the relative station of supply as the case may be.

**16. SUBMISSION AND RETURN OF SAMPLES & DEMONSTRATIONS:**

- (i) Samples must be sent of all the quoted items free of cost within 7 days of last date of bid submission even though the specifications or descriptions etc. are mentioned in the tender form. No sample will be accepted after prescribed period. In the event of non submission of samples within the prescribed period on demand, the tender shall not be considered and Earnest Money shall be forfeited. However, departmental authority may grant extension of time for submission of samples on the request of Bidder.
- (ii) Samples of equipments & instrument of the unsuccessful Bidder may be collected back from the E.D. (EPM), RMSC, Jaipur within the period intimated by him. The corporation will not be responsible for any damage, wear and tear or loss during the course of testing examination etc. The corporation for a period of one month would retain sample of approved items after the expiry of contract. The corporation shall not be responsible for any damage, wear & tear or loss in stipulated period. The corporation will not make any arrangement for return of samples even if the Bidder agrees to pay the cost of transportation. The uncollected samples shall stand forfeited to the corporation after the period allowed for collection and no claim for cost etc. shall be entertained.
- (iii) The tender may be asked to demonstrate the technique, procedure and utility of equipment as per specification of tender document before the technical committee of corporation at store of corporation.
- (iv) Samples should be strictly according to the item quoted in the tender form failing which these will not be considered. Such sample must be delivered free of charge to the E.D. (EPM), RMSC, Jaipur. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below:-
  - (A) Name and full address of the firm.
  - (B) Catalogue No. and name of item.
  - (C) Name of section.
  - (D) Name of manufacturer
  - (E) Brand
- (v) No change in marking on samples will be allowed after the submission of the sample. Samples should be submitted along with separate challan in triplicate. Samples without challan will not be accepted.

**17. SECURITY DEPOSIT & AGREEMENT:**

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

Signature of Bidder with seal

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

Signature of Bidder with seal

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

## **18. SUPPLY ORDERS:**

- (i) All the supply orders will be placed to the approved supplier only (not Agents/Suppliers/Distributors etc.) by M.D., RMSCL/ E.D.(EPM), RMSCL/ Authorized Purchase Officers by M.D. RMSCL, Jaipur through registered post only and the date of registration at the post office will be treated as the date of order for calculating the period of execution. The supplying firms will execute all orders within 45 Days.
- (ii) In case of imported items 15 days will be given in addition to above mention period at condition No. 18 (i) above.
- (iii) To ensure sustained supply without any interruption, the Tender Inviting Authority have reserves the right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
- (iv) The supply commitment as per **Annexure-E** may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be considered by the department for the placement of supply orders in addition to commitments, taking also in view the requirement of department. Firm may submit ready stock position by the 10<sup>th</sup> of each month to the department.
- (v) The quantity indicated in the catalogues are mere estimates and are intended to give an idea to the prospective Bidder to enable them to decide whether they will undertake to supply the article to this Corporation on most competitive rates. The figures indicated in the catalogue do not constitute any commitment on the part of corporation to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is further made clear that the Corporation does not bind itself to purchase all or any quantity mentioned in the catalogue and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non supply on the quantity indented.

Signature of Bidder with seal

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

**19. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-**

**(a) Submission of Return:**

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

**(b) Submission Of Contract Completion Report: -**

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

**20. TERMS OF PAYMENT :-**

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

Signature of Bidder with seal

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

**21. LIQUIDATED DAMAGES:**

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

Signature of Bidder with seal

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

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

**22. MEDICAL COLLEGES AND THEIR ATTACHED HOSPITALS :-**

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

**23. RECOVERIES :-**

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

Signature of Bidder with seal

**24. INSPECTION:-**

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

**25. PACKING & INSURANCE:**

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

Signature of Bidder with seal



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

**26. REJECTION:**

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

Signature of Bidder with seal

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

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

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

Signature of Bidder with seal

- (x) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the tender and all provisions of the tender document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L-1 supplier.
- (xi.) If the supplier fails to supply the item for the purchase orders, at any point of time, either fully or partly, within the stipulated time, RMSC is at liberty to place purchase orders with other Bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by then and in such cases the supplier is liable to indemnify RMSC, WITH OUT ANY PROTEST OR DEMUR, for the difference in cost incurred by RMSC and the RMSC is entitled to recover the difference in cost from the amount due/payable to the supplier.
- (xii.) The supplier shall supply the entire ordered quantity before the end of 45 days including installation from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day.
- (xiii.) In case of imported items 15 days will be given in addition to above mention period.

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

**29. PRICE ESCALATION:-**

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

**30. SUBLETTING OF CONTRACT:-**

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

**31. FALL CLAUSE:-**

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

**32. COMPREHENSIVE MAINTENANCE AGREEMENT (CMA):-**

-DELETED-

Signature of Bidder with seal

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

Signature of Bidder with seal

41. The Bidder must sign all the pages of tender document at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto.
42. The Purchase Committee of RMSC may recommend change/ modification in terms and conditions in the exigency of the corporation work. In case of such urgency the Terms & Conditions shall be got approved from the Board of Directors of RMSC.
43. **JURISDICTION:-** All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in Jaipur only.
44. **APPLICABILITY OF CLAUSES:-** All the clauses from 1 to 44 and their annexures, formats & enclosures are applicable for the tendered items.

Managing Director  
Rajasthan Medical Services Corporation  
Limited  
Rajasthan, Jaipur.

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

Signature of Bidder with seal

**B. Special Terms and conditions :-**

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

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

Signature of Bidder with seal

**ANNEXURE- C**

**4. SPECIFICATION OF : FACE MASK**

<b>MATERIAL OF CONSTRUCTION</b>		Antistatic material which shall be able to withstand normal usage, exposure to moisture and tropical conditions, Refer IS 6190 : 1971, reaffirmed - 1998		
	Face Mask (Disposable )			
<b>CLASS &amp; SIZES</b>		Adult face mask		
<b>DIMENSIONS</b>		Triple Layer mask offering excellent bacterial filtration efficiency Mask shall have Conical fitting for to and fro of the gases.		
<b>WORKMANSHIP &amp; FINISH</b>		Super smooth ultrasonically welded mask that is comfortable to use		
<b>REQUIREMENTS</b>		Pyrogen Free, Sterilized with EO		
Flexible nose clip for proper positioning of the nose bridge				
Ready to use				
Produced by an ISO 9001-2000 Certified Unit				
<b>MARKING</b>		Properly labeled indicating -		
		Product Name, Produced by, Address		
		Date of Manufacturing, Expiry		
		Batch Number		
		NRHM Supply – Not for sale		
<b>PACKING &amp; PACKAGING</b>		Sufficient to withstand sterile conditions		
		till intended end use		
		Carton shall also contain complete information over label		

Signature of Bidder with seal

ANNEXURE- D

# Rajasthan Medical Services Corporation Limited, Jaipur

## SCHEDULE- A, FINANCIAL BID FOR QUOTED ITEM

(USE SEPARATE SHEET FOR EACH ITEM)

1	2	3	4	5	6	7	8	9
<b>Cat No/ Name of Item</b>	<b>Name Item With full Specification</b>	<b>Brand</b>	<b>Approx Qty.</b>	<b>Packing Unit</b>	<b>Net Rate Per packing Unit (In Rs.)</b>	<b>Rate of RST (VAT) or CST if applicable</b>	<b>Rate of Excise duty (It should be included In net Rate) (Col, 6)</b>	<b>Amount of excise duty workout according ly Col.No. 8</b>

Signature

Date

Name in Capitals

Company / Firm Seal

NOTE: -

1. CATALOGUE NO. SHOULD BE AS PER NUMBERING IN THE CATALOGUE.
2. THE RATE QUOTE SHOULD BE INCLUSIVE OF EXCISE DUTY BUT EXCLUSIVE OF SALES TAX.
3. EXCISE COMPONENT SHOULD BE SEPARATELY SHOWN IN COLUMN NO.8 FOR FURTHER REFERENCE.(SEE CONDITION NO. 14.(V) ETC.
4. RATE SHOULD BE QUOTED ON SEPARATE SHEETS FOR EACH ITEM. (SEE CONDITION NO. 5)
5. RATE SHOULD BE QUOTED ONLY FOR PACKING UNITS AS MENTIONED IN THE TENDER CATALOGUE.
6. NO QUANTITY OR CASH DISCOUNTS SHOULD BE OFFERED.
7. RATE SHOULD BE WRITTEN BOTH IN WORDS AND FIGURES.
8. READ ALL THE TERMS & CONDITIONS BEFORE FILLING THE ANNEXURE-D.



ANNEXURE –E

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

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

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

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

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

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal

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

**ANNUAL TURN OVER STATEMENT**

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

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

Date  
Seal

Signature of Auditor/  
Chartered Accountant  
(Name & Address.)

ANNEXURE-G

**Rajasthan Medical Services Corporation Limited, Jaipur**

**STATEMENT OF PAST SUPPLIES AND PERFORMANCE**

(SPECIAL TERMS & CONDITIONS NO. -14)

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

Calender Year	S. No	Order Placed by [full address of Purchaser with telephone & Fax no.]	Order No. and Date	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		
2009-10								
2010-11								
2011-12								
Total (25%)								

**Note:-**

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

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

Place :

Date :

(Name)  
Signature of  
Bidder with Seal

## **Rajasthan Medical Services Corporation Limited, Jaipur**

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

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

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

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

(Name)  
Signature of  
Bidder with Seal

**ANNEXURE -I**

**Rajasthan Medical Services Corporation Limited, Jaipur**

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

(To be submitted with cover "A")

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

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

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal

## Rajasthan Medical Services Corporation Limited, Jaipur

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

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

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

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

Place.....

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

**ANNEXURE-K-I  
(STATEMENT NO. I)**

**Rajasthan Medical Services Corporation Limited, Jaipur**

To,

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

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

NAME OF FIRM: \_\_\_\_\_

RATE CONTRACT NO & DATE \_\_\_\_\_

ITEM \_\_\_\_\_

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

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

(SIGNATURE OF SEAL OF FIRM)

(SIGNATURE & SEAL OF CONSIGNEE)

**NOTE:-**

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

**ANNEXURE-K-II  
STATEMENT NO. II**

**Rajasthan Medical Services Corporation Limited, Jaipur**

To,

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

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

NAME OF FIRM: \_\_\_\_\_

RATE CONTRACT NO & DATE \_\_\_\_\_

NAME OF ITEM \_\_\_\_\_

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

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

(SIGNATURE OF SEAL OF FIRM)

(SIGNATURE & SEAL OF CONSIGNEE)

**NOTE:-**

1. Column no. 1 to 14 are to be filled by firm and shall be submitted to E.D. (EPM).
2. The Purchase Officer/ Consignee also comment in Col, 14 about performance/ adverse report, if any.
3. The information filled in by firm shall be corrected, completed and verified by Consignee/ Purchase Officer, wherever required.
4. Attach separate sheets whenever necessary.



**ANNEXURE-L**

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

**DELETED**

**ANNEXURE-M**

**Rajasthan Medical Services Corporation Limited, Jaipur**  
**Annual Maintenance Contract Charges/Rates**

**DELETED**

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

I/We M/s. .... represented by its Proprietor/managing Partner/Managing Director having its Registered Office at ..... and its Factory Premises at ..... do declare that I/we have carefully read all the conditions of tender in Ref. for supply cum rate contract of **Face Mask** for Rajasthan Medical Services Corporation Ltd. for the year 2012-13 and accepts all conditions of Tender including amendments if any.

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

Signature & Seal of bidder  
Name & Address:

Note:- To be attested by the Notary

**ANNEXURE-O**

**Rajasthan Medical Services Corporation Limited, Jaipur**

**VERIFICATION**

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

**DEPONENT**

**Registered**

**Rajasthan Medical Services Corporation Limited, Jaipur**

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

Tilak Marg, C-Scheme, Rajasthan, Jaipur

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

Dated:

**OFFER LETTER**

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

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

Ref :- Your tender dated .....

Item (s) as per schedule enclosed/ noted/is/are approved in your favour against the rate (s) quoted by you in the above mentioned tender. According to clause No. 17 of the terms & conditions of the tender it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs. 1000/- and a furnish the requisite amount of Security Deposit. The amount of Security Deposit calculated on the basis of the approved items and approximate quantity mentions in the tender from works out to Rs. .... (Rs. .... Only)

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

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

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

You are, therefore, informed to return the agreement form along with schedule of approved item (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. the copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the Terms and Conditions of the tender and it will also be presumed that you are not able interested in entering into the rate contract and approval will be cancelled without notice or any reference.

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

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

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

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

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

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

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

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

Managing Director  
Rajasthan Medical Services Corporation  
Jaipur



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

**AGREEMENT**

1. This Deed of agreement is made on this ..... day of .....2012 for the Rate Contract period 2012-13 ending ..... of equipments item-----between M/s -----represented by its Proprietor/Managing Director/Managing Partners having its registered office at ..... and its factory premises at..... (hereinafter called "the approved supplier", which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the Rajasthan Medical Services Corporation Ltd.(RMSC), represented by its Executive Director (EPM) having its office at D-Block Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "The Purchaser" which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
2. Whereas the supplier has agreed with the Purchaser, the equipments, instruments and other supplies with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the RMSC of the State of Rajasthan at its Head Office as well as at offices/consignees throughout Rajasthan, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in **column No. ---** (Approved Rate-----) of the said attached schedule.
3. And where as the approved supplier has deposited with the purchaser a sum of **Rs.----** **(In words Rs.-----only)** as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying out the said Agreement in this behalf into execution the Supplier and the Purchase do hereby mutually covenant, declare, contract and agree of them with the other of them in the manner following, that is to say,
  1. The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to tender floated for the supply of Equipments, Instruments and other supplies for Rajasthan Medical Services Corporation Ltd for the year 2012-13, the instruction to

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

2. (a) The Agreement is for the supply by the Supplier to the Purchaser of Equipments, Instruments and other supplies specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.
- (b) The Agreement shall be deemed to have come into force with effect from the date .....and it shall remain in force for a period of one year or as for extended period.
- (c) The Tender Quantity noted against each item in the schedule attached hereto indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period of 12 months indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the purchaser. The supplier shall supply for the equipments, instruments and other supplies on the basis of the supply Orders placed to supplier from time to time by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of Rajasthan.

**4. Now these Presents witness:**

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

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



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

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

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

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

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

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

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

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

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

Signature of the approved  
Supplier with Seal

Executive Director (EPM)  
Rajasthan Medical Services Corporation,  
Jaipur

Witness No. 1

Witness No. 1

Witness No. 2

Witness No. 2