

Terms & Conditions

TENDER FOR THE SUPPLY CUM RATE CONTRACT OF WALK IN COOLERS FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires) invites TENDER FOR THE SUPPLY CUM RATE CONTRACT OF WALK IN COOLERS FOR THE YEAR 2012-13.

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

Sealed Tenders [in two separate covers {Technical bid(Cover “A”) Price Bid (Cover “B”)] will be received till 12-03-2012 up to 1.30 P.M. by the Rajasthan Medical Services Corporation Ltd. for the supply of Walk in Coolers for the year 2012-13. These two sealed bids will be required to be kept in a third sealed envelope before submitting to the tender inviting authority. The tender should be addressed to Managing Director, Rajasthan Medical Services Corporation Ltd and the bidder is required to mention the Name of item which are offered in the bid, on the cover of third envelope.

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

2 **RESPONSIVENESS OF THE BIDS :**

The tender will be prima-facie rejected if it does not fulfill the following responsiveness criteria of the bid-

1. Required Tender fees.

2. Required earnest money deposit.
3. The signed set of terms & conditions in the bid.
4. The bid in amended tender form if required after prebid meeting.
5. Valid/renewed Manufacturing license/import license. In case of direct importer (importing supplies/ goods from abroad/overseas for the goods manufactured abroad) IEC certificate.
6. Average annual turnover for last three financial years must not be less than Rs. 2 crores.

3. **ELIGIBILITY CRITERIA**

- (a) Tenderer shall be a manufacturer having its own valid manufacturing license or direct importer holding valid import license. Distributors/Suppliers/Agents/Loan licensees are not eligible to participate in the Tenders.
- (b) Average Annual turnover in the last three financial years (2008-09, 2009-10 and 2010-11) shall not be less than **Rs. 2 Crores** , based on audited annual accounts & certified by a Chartered Accountant.
- (c) Tenderer should have permission to manufacture the item quoted as per specification given in the tender from the competent authority.
- (d) Tender should not be submitted for the product/products for which the concern/company has been blacklisted/banned either by Tender inviting Authority or Govt. of Rajasthan or by any other State/Central Govt. and its Drugs procurement Agencies.
- (e) The concern/company/firm which stands blacklisted/banned either by Tender Inviting Authority or Govt. of Rajasthan or by any other State/Central Government or its Drugs procurement Agencies on the date of bid submission shall not be eligible to participate in the

tender. If a company/firm and any product was blacklisted for a specified period, then the same will become eligible after the blacklisting period is over. In case the period of blacklisting/banning is not specified, the firm shall be eligible to participate after two years of the date of issue of order of banning/blacklisted.

- (f) If any product/products have been declared as not of standard quality of company/firm during last 2 years any where, such concern/ company/firm shall not be eligible to participate in tender for such product/products.
- (g) The firm/company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the tender. Similarly convicted firm/company shall also not be eligible to participate in the tender.

4. PURCHASE PREFERENCE

- i. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However these units will be required to participate in tendering process and match L-1 price.]
- ii. Any tender received other than on prescribed form shall not be entertained. The tender form can also be downloaded from the website www.rajswashya.nic.in and rmsc.nic.in. The tender fees shall be deposited by the tenderer separately as applicable by way of Demand draft, along with the earnest money at the time of bid submission.
- iii. **EMD/ Security deposit** - Earnest money will be @ 2% of the estimated cost of tender, Security deposit shall be furnished by the successful tenderer equal to 5% of the contract value.

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

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

5. GENERAL CONDITIONS

A complete set of tender documents may be purchased by any interested eligible tenderer on submission of an application in writing and upon payment of a non refundable fee of Rs.2000/- as indicated in the advertisement in the form of Demand draft in favour of Managing Director, Rajasthan Medical Services Corporation Ltd. payable at Jaipur. The tender document requested by post will be sent through speed post on an extra payment of Rs.250/- towards postal

charges. The tender document may also be downloaded from the website (www.rajswasthya.nic.in & rmsc.nic.in) and may be submitted provided a Demand Draft/Bankers Cheque of Rs. 2000/- is submitted alongwith the tender towards the cost of tender documents. Tender form shall be given free of cost to SSI units of Rajasthan on production of attested copy of Registration by the Director of Industries Rajasthan or his Subordinate officers at all districts.

- i. Tender documents may be purchased at Room No. 204, Iist Floor, “D” Block, Swasthya Bhawan, Tilak Marg, C- Scheme Jaipur - 302005 between 09.30 A.M. to 6.00 P.M. from 01.02.2012 to 12.03.2012 (up to 11.00 A.M.) on all working days either in person or by post. Tender Inviting Authority will not be responsible in any way for postal delay.
- ii. Tenders will be opened in the presence of tenderer/authorized representatives who choose to attend on the specified date and time, at RHSDP Block, Swasthya Bhawan, Tilak Marg, C-Scheme Jaipur – 302005.
- iii. At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Tenderer, modify the condition in Tender documents by amendment. All the prospective tenderers who have received the tender document will be notified of the amendment through RMSC website and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.

- iv. Interested eligible tenderers may obtain further information in this regard from the office of the Tender Inviting Authority.

6. TECHNICAL BID – COVER “A”

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

- (a) Tender fees (in case of downloaded tender document).
- (b) Earnest Money Deposit shall be @ 2% of estimated cost of tender in the form of Demand Draft drawn in favour of Managing Director, Rajasthan Medical Services Corporation Ltd, payable at Jaipur.
- (c) Documentary evidence for the constitution of the company/Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.
- (d) The tenderer should furnish attested photocopy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed/valid up to date and the items quoted shall be clearly highlighted in the license.
- (e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the tenderer should sign the tender documents.
- (f) Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender Inviting Authority.

- (g) In the case of direct importer evidence for importing the said items for last 3 years. These may be bill of lading for last three years, certificate of analysis done at importing cargo point in India.
- (h) Duly attested photocopy of Manufacturing licence/ Acknowledgement/ Memorandum/IEM/ Registration of SSI unit for the products duly approved by the licensing authority (Industrial Department/DIC/NSIC) for every product quoted in the tender. The licence should be renewed up to date.
- (i) In case of imported Items Self attested photocopy of import licence (Import-Export Code) & licence for sales issued by concerning licensing authority, if applicable and authorization of foreign principal manufacturer.
- (j) Annual turnover statement for 3 years i.e., 2008-09, 2009-10 and 2010-11 in the format given in Annexure-II certified by a practicing Chartered Accountant,
- (k) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2008-09, 2009-10 and 2010-11 duly certified by a practicing Chartered Accountant.
- (l) VAT/Sales Tax Clearance certificate, as on 31.03.2011.
- (m) Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from the registration provided they produce the copy of appropriate notification.
- (n) Undertaking that the manufacturer has not been blacklisted, the quoted product has not been declared as not of standard quality during last two years, its manufacturing capacity and other details required on a format mentioned at *Annexure-III*.

- (o) The tender documents should be signed by the tenderer on all pages with office seal.
- (p) A *Checklist (Annexure-XII)* for the list documents enclosed with their page number. The documents should be serially arranged as per *Annexure-XII* and should be securely tied or bound.
- (q) All photo copies submitted should be self attested and notarized.
- (r) Duly attested photocopy of BIS licence renewed upto date with respective schedule for ISI Marked quoted items
- (s) Duly attested photocopy of ISO Certificate, if applicable.
- (t) Dully attested photocopy of BIS/CE/USFDA/Govt. of India LabCertificate or Govt. of India Approved Lab Certificate for quoted Items as mentioned in Tender Catalogue.
- (u) The firm/bidders should submit the list of plant and machinery, staff, factory area, etc. on non-judicial stamp paper of Rs. 50/- (Notarized) in enclosed Performa (Annexure-IV).

6.2 The above documents should be sealed in a separate Cover Supercribed as **“TECHNICAL BID – COVER “A” – TENDER FOR THE SUPPLY CUM RATE CONTRACT OF WALK IN COOLERS FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13 DUE ON 12.03.2012 At 1.30 P.M .The Name of item quoted should appear on the outer envelope which contain both technical and financial bid.**

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

7. PRICE BID – COVER “B”

1. Cover “B” contains Price Bid of the Tenderer.
 - i. Bid should be typewritten and no correction in the price bid in what so ever manner will be accepted. Rates of each item should be quoted on a separate price schedule and the same should be kept and sealed in a separate envelop.
 - ii. Each page of the price bid should be duly signed by the tenderer affixing the office seal.
 - iii. The tenderer shall fill in the rate in the *Annexure-V* (PRICE Schedule). Tender will liable for outright rejection if any discounts/special offers are made in the bid.
 - iv. The rate quoted in column 7 of *Annexure-V* should be for a unit and for the given specification. The tenderer is not permitted to change/alter specification or unit size given in the *Annexure-V*.
 - v. The tenderer is required to furnish the break up of price, as per the format of price schedule.
 - vi. The bidder shall necessarily quote the excise duty or customs duty applicable, when the item is excisable or imported as the case may be.
 - vii. The bidder shall specifically mention – “EXEMPTED” when the item is excisable but exempted for the time being , based on turn over or for any other grounds by the notification issued by the Government of India.
 - viii. The bidder once quoted the excise rate is not permitted to change the rate / amount unless such change is supported by the notification issued by the Government or by the order of the court after submission of Tender.
 - ix. The bidder who has quoted excise “NIL” in PRICE Schedule and item becomes excisable afterwards, at the time of award

Amended Tender document

of contract, will be eligible for payment only on production of invoices drawn as per central Excise Rules

- x. Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to be rejected without notice.

7.(2). The tenderers shall submit duly signed PRICE Schedule in a sealed cover Superscribed as “ PRICE BID- COVER “B” - TENDER FOR THE WALK IN COOLERS AND FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13

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

7.(3). Two separately sealed covers {Technical bid (Cover “A”) and Price Bid (Cover “B”)} shall be placed in a cover which shall be sealed and Superscribed as “ **TENDER FOR THE SUPPLY CUM RATE CONTRACT OF WALK IN COOLERS TO RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13 DUE ON 12.03.2012 At 1.30 P.M. The Name of item quoted should appear on the outer envelope which contain both technical and financial bid.** and addressed to the MANAGING DIRECTOR, RAJASTHAN MEDICAL SERVICES CORPORATION LTD, ‘D’ BLOCK, SWASTHYA BHAWAN, TILAK MARG, C-SCHEME JAIPUR - 302005

7.(4). If the last date for submission of Tender is declared holiday, the tenders may be submitted on the next working day up to 1.30 P.M.

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

- a) All the tenderers are entitled to be present at the date and time for opening of Technical Bid- Cover “A” of the tender submitted by them.
- b) The tender will be scrutinized by tender evaluation committee and inspection of manufacturing unit by Technical committee. Tenderers, who were found eligible on satisfying the criteria for technical evaluation and inspection at a later stage at anytime, will only be invited to be present at the date and time for opening of Price Bid – Cover “B” of the tender.

9. **EARNEST MONEY DEPOSIT**

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

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

10. **OTHER CONDITIONS**

1. The orders will be placed by the Managing Director, Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
2. The details of the required Walk in Coolers are shown in Annexure-XI. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination.

3. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales tax) should be quoted for each of the required items etc., separately on door delivery basis according to the unit ordered. Tender for the supply of Walk in Coolers with conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful tenderers. No quantity or cash discount should be offered.
4. (i) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified tenderers.
 - (ii) Orders will be placed with L1 firms. However in case of any exigency at the discretion of the Tender Inviting Authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L1 rates.
 - (iii) After the conclusion of Price Bid opening (cover B) the lowest offer of the Tenderer is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item for which the tender has been invited.
 - (iv) The tenderer who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the tendered quantity of such item as specified in the tender documents on depositing the required amount performance security and on execution of the agreement such tenderer is eligible for the placement of purchase orders.

- (v) RMSC will inform the L1 rate to the tenderers who had qualified for Price Bid (Cover B) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the tenderers who agree to match L1 rate, will be considered as Matched L1.
- (vi) The tenderer, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc.) of price (L-1 rate).
- (vii) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the tender documents and the delay would occur in executing the order, shall inform the RMSC immediately without loss of time and the purchase orders shall be returned within 7 days from the date of the order, failing which the supplier is estopped from disputing the imposition of liquidated damages, fine for the delayed supply.
- (Viii) If the L1 supplier has failed to supply /intimated RMSC about his inability/delay in supply as per the purchase order, the required items within the stipulated time or as the case may be, RMSC may also place purchase orders with the Matched L1 tenderer for purchase of the items provided such matched L-1 tenderers shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount. Such tenderer is eligible for the placement of purchase orders for the item quoted by them.
- (ix) Subject to para (vii) above, while RMSC has chosen to place purchase orders with Matched L1 supplier and there are more than one such matched L1 supplier, then

the purchase orders for the requirement of items will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.

- (x) The matched L1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the tender and all provisions of the tender document applicable to L-1 rate tenderer will apply mutatis mutandis to the matched L1 supplier.
- (xi) If the supplier fails to supply the item for the purchase orders, at any point of time, either fully or partly, within the stipulated time, RMSC is at liberty to place purchase orders with other tenderers (in ascending order, viz, L2, L3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify RMSC, WITHOUT ANY PROTEST OR DEMUR, for the difference in cost incurred by RMSC and the RMSC is entitled to recover the difference in cost from the amount due/payable to the supplier.
- (xii) The supplier shall supply the entire ordered quantity before the end of 90 days including installation from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day.
- (xiii) In case of imported items 15 days will be given in addition to above mention period.
- (xiv) A period of 7 days will be given for site inspection and situation analysis in addition to as given in clause (xii) & (xiii)

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

11. **ACCEPTANCE OF TENDER**

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

12. **SECURITY DEPOSIT**

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

The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by tender

inviting authority in the form of Bank Guarantee issued by any scheduled bank (the validity of bank guarantee should be for a period of Sixty six months from the date of signing of contract) or Bank Draft in favour of the **Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Tender inviting authority** before releasing the purchase order by the ordering authority.

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

13. **AGREEMENT**

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

tenderer if delivered to him or left at the premises, places of business or abode.

- d) Comprehensive Maintenance Contract (CMC):-If required, firm shall execute a CMC with the department as described in Annexure-VIII and guarantee clause. The rates for maintenance shall be applicable as quoted in annexure-VI. CMC will only be commence after the guarantee period and on a written request made by the purchase Authority to the firm. The firm shall abide itself by the terms & conditions of CMC.

14 SUPPLY CONDITIONS

1. Purchase orders along with the delivery destinations will be placed on the successful tenderer at the discretion of the Ordering Authority.
2. All supplies will be scheduled for the period from the date of purchase order till the completion of the tender in installments, as may be stipulated in the Purchase Order.
3. If supplies are not fully completed in 45 days, (60 days for import item) from the date of the Purchase Order, the provisions of liquidated damages of Tender conditions will come into force. The supplier shall suffer forfeiture of the Security Deposit too. The Supplier should supply the items at the destinations specified in the Purchase Order and if the items supplied at designated places other than those specified in the Purchase Order, transport charges will be recovered from the supplier.
4. The order stands cancelled after the expiration of delivery period, if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase

action, the tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like blacklisting/disqualification/banning from participating in present and future tenders of Tender Inviting Authority/ordering authority.

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

15. Risk and Cost clause

If the tenderer fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause –19, apart from terminating the contract for the default.

16 GUARANTEE CLAUSE:-

(i) The Tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of 5 years or as per technical specification from the date of delivery/ installation of the said goods/stores / articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores / articles if during the guarantee period as per technical specification, the said goods/stores/articles be found not to conform to the description and quality as afore said/ or have determined and the decision of the purchase authority in that behalf will be final and conclusive. The purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be found not to conform to the said description and quality, on such rejection the goods/stores/ articles will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The Tenderer shall, if so called upon to do so replace the goods, etc. or such portion thereof as is rejected by the Purchase authority,

otherwise, the Tenderer shall pay such damage as may arise by reason of such breach of the condition here in contained. Nothing here in contained shall prejudice any other right of the Purchase Authority in that behalf under this contract or otherwise.

(ii) In case of machinery and equipment also guarantee will be given as mentioned above the tenderer shall during the guarantee period replace parts if any and remove the manufacturing defect if found during the above period so as to make the machinery and equipment operative. The tenderer shall also replace machinery and equipment in case it is found defective which can not be put to operation due to manufacturing defect etc.

(iii) In case of machinery and equipment specified by the Purchase Authority the Tenderer shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The Tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and the equipments whether under their annual maintenance and repairs contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Authority who may like to Purchase spare parts from them to maintain the machinery and equipment in perfect condition.

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

17. INSPECTION:-

- (i) **The tenderer who have qualified in technical evaluation of cover 'A' shall furnish facility to get visited his factory by the Technical team of RMSC.**
- (ii) The material will be supplied according to specification provided at Annexure-XI and shall be inspected by the agency/committee as mentioned in the supply order or amended thereafter by competent authority. Incase of BIS Items, inspection shall be strictly as per relevant BIS

specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any Inspecting agency at the works of the Manufacturer or at site of installation. The contractor shall provide all facilities for inspection/testing free of cost.

- (iii) Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the purchase Authority or his duly authorized Expert shall inspect the material as soon as it is received in the stores to ensure that the material is in accordance with the specifications laid down in rate contract on the basis of physical inspection such as followings including test reports submitted by concerned supplier/inspection agency
- (iv) In case of doubts in any specific test, same may be got conducted in any laboratory as per guide lines issued by rate contract concluding authority. If the material is found below specification or defective, he will not accept the material and shall notify the defects to the firm and inspecting agency within 15 days. He shall also simultaneously ask the firm for removal of defect/replacement or refund of its cost as the case may be. The firm shall be bound to replace the defective material after inspection or remove defects in the goods within one month of receipt of intimation from the consignees/Purchase Authority. However the date of delivery, in case of defective material, where payment has not been made shall be taken as the date on which the department accepts the material after replacement of defective material/removal of defects as the case may be. Wherever defective material is to be replaced it shall be inspected by Committee/ Inspection Agency. Charges of such re-inspection shall be borne by the supplier.
- (v) If required, the Purchase Authority may refer departmental inspection committee to match the specification with available reserved sample with the RMSC, which is submitted by the firm/supplier at the time of technical approval.
- (vi) The firm shall ensure that only the material inspected by the Inspection Agency is dispatched to the consignee. In case any un-inspected material has been found in the material received by consignee, the firm shall be solely responsible for it and the department shall be free to take suitable necessary action as per terms and conditions of tender documents/agreement against the firm for such irregularity.

18. PACKING & INSURANCE:

- (i) The good will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the supplier and the RMSC shall not be required to pay any such charges, if incurred.
- (ii) The packing in each carton shall be strictly as per the specification mentioned in Annexure-XI. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
- (iii) It should be ensured that only first hand fresh packaging material is used for packing.
- (iv) All packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia/BIS Act.
- (v) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Purchase Authority store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.
- (vi) Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the department and the same shall not be returned to him.

19. REJECTION:

- (i) If the supply is received in damaged conditions it shall not be accepted.
- (ii) Articles not as per specification/ or not approved shall be rejected by the RMSC and will have to be replaced by the supplier firm at its own cost within the time limit fixed by the RMSC.
- (iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., RMSC Ltd., Rajasthan Jaipur shall be final.

- (iv) The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
- (v) No payment shall be made for defective materials. However, if payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited Security money as per condition no. 20) Joint inspection of defective material may be carried out as required by the RMSC. However sample of ISI marked material found defective shall be kept by Purchase Authority for reference to BIS.
- (vi) In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, if then firm has deposited required security deposit as per contract.

20. **PAYMENT PROVISIONS**

1. No advance payment towards costs of items will be made to the tenderer.
2. On receipt of the invoices, consignee receipt and analytical report regarding quality, the payment would be made in 30 days.
3. The incharge of district drug ware house will be required to send to head office of RMSC, receipts of items received from different suppliers, in the format as prescribed. (Annexure IX).
4. All bills/ Invoices should be raised in 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.
5. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be bound to inform ordering authority immediately about it.

Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.

6. (a) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the tenderer should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the tender.
(b) In case of successful bidder has been enjoying excise duty exemption on any criteria of Turnover etc., such bidder will not be allowed to claim excise duty at later point of time, during the tenure of contract, when the excise duty is chargeable on goods manufactured.
7. (i) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
(ii) The purchase Authority may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.

(iii) Extension in delivery period:- In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:-

(a) Delay upto one fourth period of the prescribed delivery period; 2.5%

(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period; 5%

(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period; 7.5%

(d) Delay exceeding three fourth of the prescribed delivery period. 10%

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

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

21. QUALITY CONTROL DEDUCTION&OTHER PENALTIES:

1. If the successful tenderer fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest

Money Deposit deposited by him along with his tender, shall stand forfeited by the Tender Inviting Authority and he will also be liable for all damages sustained by the Tender Inviting Authority apart from blacklisting the supplier for a period of one year.

2. If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such items IF THE SUPPLIER does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD items within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charge calculated @ 2% per week on the value of items rejected till such destruction.
3. The supplier will not be entitled to any payment whatsoever for Items found to be of NOT OF STANDARD QUALITY (whether consumed or not consumed) and the ordering authority is entitled to deduct the cost of such batch from any amount payable to the tenderer. On the basis of nature of failure, the product/supplier will be moved for Black Listing.
4. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied items shall be final and binding.
5. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or

Amended Tender document

in part on 30 days notice. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.

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

10. All litigations related to the supplier for any defaults will be done by Tender Inviting Authority and his decision will be final and binding.

22. FALL CLAUSE:-

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

23. SAVING CLAUSE

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

24. JURISDICTION

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

25. Special Terms and conditions for Purchase of Equipments & Instruments

- 1 Technical details, Tender form duly signed in all respect, Earnest Money and all other required Documents should be submitted in Cover "A" and Financial details, should be submitted in Cover "B" otherwise tender will not be considered.
- 2 Pre-requisite if any for installation, including UPS, Computer, Printer, and other items should be provided by the firm in technical bid and financial bid respectively.
- 3 Comprehensive Guarantee period with spare parts for as mentioned in technical specification (from the date of installation/demonstration). Acceptance of Comprehensive annual maintenance Contract as mentioned in technical specification after Expiry of Comprehensive Guarantee period should be submitted with the cover" A" and Rates in cover "B" respectively. The price of CMC

shall be taken into account while evaluating the price bid. (Annexure-VI) CMC will commence after guarantee period on a written request made by the concerned purchase officer(s) to the firm.

- 4 Training for the Quoted equipment/machine if required will be provided by the firm without any additional charges.
- 5 During breakdown of equipments/machine firm will depute the engineer for immediate rectification of defect within 48 hours positively otherwise a sum equivalent to 0.25% of the cost of equipment per day will be recovered from the firm as penalty from the date of intimation.
- 6 4-6 nos preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CMC contract period.
- 7 Conditional tenders will not be considered.
- 8 List of consumable items is to be provided in technical bid which is not covered under the guarantee period otherwise all the consumable will be treated as spare parts covered under the guarantee.
- 9 Transshipment will be permitted and partial shipment not allowed.
- 10 Payment will be released after installation, demonstration of machine & training satisfactorily.
- 11 The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR)
- 12 All certificate should be valid on the date of submission of tender & issuing of work order.
- 13 The bidder should have well equipped local service center in India preferably in Rajasthan.
- 14 The bidder should be a manufacturer/Importer who must have manufactured/ Imported and supplied and installed satisfactorily quoted item in India to the extent of at least 25% in last three Calendar years (2009-2011) of the quantity specified in the NIT. The list of such installation of the quoted equipments are to be provided by the bidder in the enclosed Performa.(Annex-X) and should submitted self attested copy of purchase order, Indent and invoice(Inclusive of Quantity & Rate).
- 15 In case of imported item :The bidder will have to produce third party inspection report from NABL approved lab or ERTL or DGS&D or Govt. of India lab or Govt. of India approved lab pertaining to specification and performance of each supplied machine with the consignment. All expenses regarding third party inspection will be borne by the bidder.

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