

Rajasthan Medical Services Corporation Limited (RMSCL)

D-Block, Swasthya Bhawan, C-Scheme, Jaipur - 302005

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

E-Mail – mdrmisc@nic.in; edepmrmisc-rj@nic.in

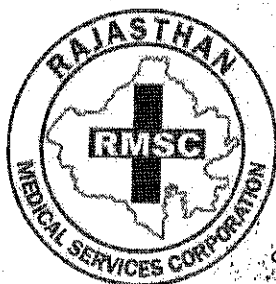
CIN :U24232RJ2011SGC035067

Website: www.rmssc.health.rajasthan.gov.in

No. F8() RMSC/EPM/M-5/NIB-651/2021-22/ 1414

Dated: 15/12/2021

BIDDING DOCUMENT



॥ सर्वे सन्तु निरामयाः ॥

NIB NO. -651
(YEAR 2021-22)

THE RATE CONTRACT FOR

1. Table Top Tube Sealer
2. Dielectric Tube Sealer, Handheld(Portable)

BID DOCUMENT FOR RATE CONTRACT
 [Procurement of Goods: Single Stage-Two Envelopes (Two Part) Bid]

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(To be submitted on letter head of the Bidder)

BID SUBMISSION LETTER

(Declaration Form cum Check List)

**The Managing Director,
Rajasthan Medical Services Corporation Ltd.
D-Block, SwasthyaBhawan, C-Scheme, Jaipur
Rajasthan**

Subject: Regarding Bid Submission for NIB-651/2021-22

I/ We..... (Name, Designation and Address of Bidder)..... having our office at..... (Address of Firm)..... (E-mail Address of Firm)..... do declare that I/We have read carefully all terms & conditions of all sections of the bidding document for the rate contract of..... (Name of Instrument/ equipment).....and agree to abide by all the terms & conditions set forth therein.

I/ We declare that we are participating in this bid in the capacity of (Manufacturer /Direct Importer/[if specially allowed]) please specify I/We have enclosed valid manufacturing license/acknowledgement/Memorandum/IEM/ registration of MSME/import license/IEC Code/other required licenses/certificates and all required documents along with authorization by principal foreign manufacturer (as the case may be).

I/ We declare that I/We do not disqualifies to participate in the bid as per Rule 13 of RTPP Rules and amendment therein issued vide Notification dated January 01, 2021 (G.S.R. 237) by Finance Department, Govt, of Rajasthan, shall only be eligible to participate in the Bid.

I/ We further declare that the rates offered by us shall remain valid for the entire period of the rate contract and I/ We shall reduce the rates for RMSCL, if the rates are reduced by us for any other buyer during this period. I/We enclose the requisite documents as per details given below:

S. No	Description	Page No./Particulars
1	Bidding Document Fee and RISL Processing Fee as per NIB	
2	Bid security/Bid Securing Declaration as per GCC clause 37 and NIB (through challan /DD/ BG) - (BF-3)	
3	Technical Bid Submission Letter (BF-2)	
4	Copy of GST registration and PAN registration	
5	Rates in BOQ (BF-4) are electronically uploaded on website https://eproc.rajasthan.gov.in .	To be submitted online in BOQ only
6	Bidding Forms submitted on non judicial stamp paper of Rs. 200/- duly Notarized by Notary Public (BF-5 & BF-9).	
7	Average Gross Annual turnover statement for past 3 financial years certified by C.A. [as per QEC-3, BF-6]	
8	Contractual Experience [BF-7]	
9	Bidding Forms submitted on non judicial stamp paper of Rs. 50/- duly Notarized by Notary Public (BF-8).	
10	Self attested photocopies of ISO, CE, BIS, USFDA or any other certificate for quoted goods as required and mentioned in QEC.	

11	Affidavit regarding appointment of Representative for Demonstration of Goods under Procurement (BF-11).	
12	Declaration of Manufacturer/ Direct Importer [BF-12].	
13	Copy of IEC certificate and permission/authorisation for sale from the principal foreign manufacturer (authorization letter of principal company [BF-13].	
14	Corrigendum/modification/clarification uploaded with bid document	
15	Technical compliance sheet with detail of quoted make and model (please attach catalogue)	
16	Specify full address from where the supply shall be made.	Full Address.....
17	Declaration letter mentioning name, photograph & specimen signature of the bidder or designated officer/ person who is authorized by the firm to bid and make correspondence with the RMSCL. The designated person should be an enrolled employee of the firm. (Also attach photo ID)BF-14.	Name Signature..... Full Address..... Mobile No. E-mail Address:
18	Form-A, Application by MSME for purchase preference in procurement of goods [BF-15]if applicable.	
19	Declaration by Bidder participating as Bonafide Dealer (if applicable/allowed in NIB) [BF-16]	

Date: **Name and Signature of Bidder with seal**

Note: Please mention page number and sign before submitting the bid.

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No. F-8() RMSC/EPM/M-5/NIB-651/2021-22/ 1A-14

Dated: 15/12/2021

Notice Inviting Bid (NIB-651/2021-22)

Sealed Single Stage Two- envelopes unconditional online Bids for Two Year Rate Contract, are invited on behalf of the Governor of Rajasthan for the procurement of Goods as listed below, from *Manufacturer /Direct Importer* only as per the Bidding Schedule given below:

S. No.	Detail	Information
1	NIB No.	651/2021-22
2	Name of goods	1.Table Top Tube Sealer 2.Dielectric Tube Sealer, Handheld(Portable)
3	Estimated Bid value	Rs. 55,00,000/-
4	Bid download start date and time	15.12.2021; 06.00 PM
5	Last date, time of receipt of bid	20.01.2022 ; 06.00PM
6	UBN	

Details of the bidding documents can be accessed or downloaded from the website "sppp.raj.nic.in" or "www.dipronline.org" or "<https://eproc.rajasthan.gov.in>" or "www.rmssc.health.rajasthan.gov.in".


Executive Director (EPM)
RMSCL, Jaipur

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No. F-8() RMSCL/EPM/M-5/NIB-651/2021-22/1414

Dated: 15/12/2021

NOTICE INVITING BID (NIB-651/2021-22)

Sealed Single Stage Two- envelopes unconditional online Bids for Two Year Rate Contract, are invited on behalf of the Governor of Rajasthan for the procurement of Goods as listed below, from *Manufacturer /Direct Importer* only as per the Bidding Schedule given below:

S N	Description of Goods under Procurement	Indicative Quantity (In Nos.)	Bid Value (In Rs.)	Minimum average Gross annual turnover for last three financial years (In Rs.)	Minimum average gross annual turnover for last three financial years for (MSMEs of Rajasthan) (In Rs.)	Bid Security (In Rs.)	Bid Security for MSME Units of Rajasthan (In Rs.)
1	Table Top Tube Sealer	20	3000000	25,00,000	12,50,000/-	60,000	30,000
2	Dielectric Tube Sealer, Handheld (Portable)	20	2500000	25,00,000	12,50,000/-	50,000	25,000

1. Bidding Schedule of E-Bid is as under :

Date & Time of start of online downloading of Bidding Document	Date of pre-bid meeting	Last Date & Time of online downloading of Bidding Document	Last Date & Time of online submission of Bid	Date & time of online opening of technical bid
1	2	3	4	5
<u>15.12.2021</u> 06:00 p.m.	<u>23.12.2021</u> 11:00 a.m.	<u>20.01.2022</u> 11:00 a.m.	<u>20.01.2022</u> 6:00 p.m.	<u>21.01.2022</u> 03:00 p.m.

The above estimated quantities are only indicative and may vary to the extent permitted in rules. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity indicated in the bid documents the bidder shall not be entitled for any claim or compensation. No minimum quantity is guaranteed. Quantity/ Capacity commitment of the firm in BF-5 shall be considered for placement of supply orders.

Firms which are registered MSME of Rajasthan with Commissioner of Industries, shall furnish the amount of bid security for whole bid catalogue/each goods as mentioned above. In respect of goods for which they are registered to manufacture, they shall submit an attested copy of acknowledgment of EM-II issued by DIC, with an affidavit on non-judicial stamp paper worth Rs. 50/- as per BF-8 and if MSME bidder firm wants to have purchase preference then BF-15 should be submitted along with technical bid, failing which purchase preference shall not be given.

- Detailed particulars of the list of goods required, specifications of goods to be procured and bidding document are available on the website-“www.dipronline.org” or www.rmsc.health.rajasthan.gov.in or <https://eproc.rajasthan.gov.in> or sppp.raj.nic.in may be seen in the office of the E.D. (EPM), RMSCL, D-Block, Swasthya Bhawan, C-scheme, Jaipur on working days during office hours.
- Pre-bid meeting will be held as per above schedule, in the conference hall of Rajasthan Medical Services Corporation, D-Block, Swasthya bhawan, Jaipur, to clarify and/ or reply the queries on any issues related to this bid. Written **Representations from the prospective bidders regarding suggestions/clarifications in respect of the provisions of the bidding documents shall only be accepted up to the date of pre-bid meeting, thereafter representations may not be accepted.** After pre-bid meeting, necessary changes (amendment/corrigendum/clarifications/addendum/ Modifications etc.) in bidding documents, if considered appropriate & necessary, will be made and notified as per rules.
- Following pre-bid meeting, if any amendment/corrigendum/clarifications/addendum/modifications carried out or clarification is issued with regard to technical specifications/ bid terms & conditions or any other necessary information if needed to be publicized by the procuring entity the same will be uploaded on the

Corporation website www.rmhc.health.rajasthan.gov.in, sppp.raj.nic.in and <https://eprocrajasthan.gov.in> and will not be published in any news papers. It will not be intimated to individual bidders. In case, any inconvenience is felt, or further clarification is required please contact over telephone number i.e. 0141-2223887 or queries may be e-mailed to "edepmrhc-rj@nic.in."

5. The Bidders are advised to submit bid online, once the clarifications/modifications/amendments/corrigendum etc. in reference to pre-bid meeting or on suo motu, basis, has been issued by the corporation. The bid shall only be submitted through e-procurement portal <https://eproc.rajasthan.gov.in>. of Govt. of Rajasthan.\

Bidding Document fee, RISL Processing fee, received after specified time and date will be considered as late bids and such bids shall be liable for rejection (Clause 14 of BDS).

6. The clarifications/modifications/amendments/corrigendum etc. issued in this bid, by the corporation, shall be integral part of the bidding documents and the same should be duly signed by the bidder and be submitted online along with Bidding Documents.

Purchase preference as per extant rules and guidelines in this regard shall be considered in evaluation of the bid and award of contract.

7. The Bidding Document fee of Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00 bid security as applicable in bid condition or mentioned in table and R.I.S.L. processing fee of Rs.1000.00 shall be deposited through two separate prescribed challans (formats enclosed in BF-1) and can be downloaded in any branch of the Punjab National Bank account no. 2246002100024414 anywhere in the country/or through D.D. / Banker cheque (BC). Payable to RMSCL Jaipur. The bidder shall submit/upload scanned copy of all the challans in technical bid (Cover-A)

OR

The Bidding Document fee Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00 shall be submitted in the form of D.D./Banker cheque (BC) in favour of M.D. , Rajasthan Medical Services Corporation Limited payable at Jaipur. The bidders are also required to deposit R.I.S.L. processing fee of Rs. 1000.00 in the form of D.D./Banker cheque in favour of M.D., RISL payable at Jaipur. The Bid document fee, RISL, processing fee and bid security shall be deposited physically along with technical bid submissions sheet in the office of MD, RMSCL, Jaipur before the last date and time of bid submission.

8. The Bidding document fee, R.I.S.L. processing fee and Bid security amount must be deposited physically along with technical bid submissions letter (BF-2) in the office of M.D., RMSCL Jaipur at least one hour before the opening time of technical bid or as mentioned in Clause 14 of BDS. DD/BG/BC submitted by the bidder should have been purchased from the account of the bidder, failing which bid shall not be considered.

The technical bids shall be opened online as per the schedule in the presence of the bidders or their representatives, who wish to be present. In case of holiday, falling on the day of opening of technical bids, the next working day will be considered as the day of technical bid opening.

9. The RMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
10. The bidders shall have to submit online, the documents, certificates, licenses and other evidences as required in Qualification and Evaluation Criteria (QEC) [section VI of the bidding documents].
11. It is clarified that the Affidavits, Declarations and other required in bid forms should be submitted only in the BID Forms [on the letter head/requisite amount of Non Judicial Stamp paper, as the case may be] provided in the bidding documents without any change or modification in the formats. Bids submitted by the bidder with changed or modified formats may lead to rejection of the bid.
12. Information of award of contract shall be communicated to all participating bidders on the website <https://eproc.rajasthan.gov.in>, www.rmhc.health.rajasthan.gov.in and sppp.raj.nic.in. Please note that individual bidders will not be intimated.
13. Any bidder who qualifies to participate in the bid as per Rule 13(4) of RTPP Rules and amendment therein issued vide Notification dated January 01, 2021 (G.S.R. 237) and order dated 15.01.2021 by Finance Department, Govt, of Rajasthan, shall only be eligible to participate in the Bid [ITB-25].
14. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act 2012 and Rajasthan Transparency in Public Procurement Rules 2013 and amendments therein.
15. In case of interpretation of terms and conditions of bid document, decision of MD RMSCL shall be final.


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No. F-80 RMSCL/EPM/M-5/NIB-651/2021-22/1414

Dated: 15/12/2021

DISCLAIMER

The information contained in this bid document for proposed procurement or subsequently provided to the bidder(s), in documentary or any other form by or on behalf of the MD, RMSCL (procuring entity) or any of its employees or advisors, is provided to bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the bidder may require.

Neither the MD RMSCL, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is not an agreement and is not an offer or invitation by the Managing Director, Rajasthan Medical Services Corporation Limited, Jaipur, Rajasthan.(hereinafter referred to as "procuring entity") or its representatives to the prospective bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist the formulation of their proposal/offer. The information contained in this bid document is selective and is subject to updating, expansion, revision, corrigendum and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to raise/ point out any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, Quality Standards, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, technical specifications, estimates, and targets with respect to the procurement. Such statements, estimates, technical specifications and targets reflect various assumptions made by the management, officers, and employees of the procuring entity and technical committee formed for the purpose, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the bidder or any other in any context, other than applying for this proposed procurement.

The procuring entity, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this bidding process.

The procuring entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this bid document.

The procuring entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that the procuring entity is bound to select a bidder or to appoint the selected bidder or bidder, as the case may be, for the procurement and the procuring entity reserves the right to reject all or any of the bidders or bids at any point of time without assigning any reason whatsoever.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations, presentations or third party inspections/ investigations related to quality parameters etc. Which may be required by the procuring entity at any stage of bidding or any other costs incurred in connection with or relating to the bid. All such costs and expenses will be borne by the bidder and the procuring entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

Any information/documents including information/ documents pertaining to this bid or subsequently provided to bidder and/or selected bidder and information/documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.

In case of interpretation of terms and conditions of bid document, decision of MD, RMSCL shall be final.

Executive Director (EPM)
RMSCL, Jaipur

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SECTION 4: INSTRUCTION TO BIDDERS (ITB)

Important Instructions : The Law relating to procurement “The Rajasthan Transparency in Public Procurement (RTPP) Act, 2012 and Amendments therein” [hereinafter called the Act] and the “Rajasthan Transparency Public Procurement (RTPP) Rules, 2013 and Amendments therein” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

Before filling up the bid form/submission of bid, the Bidders are advised to kindly go through the following instructions carefully so that bid may not be considered invalid:

Clause No.	Subject	Description
1	Scope of Bid	Procuring Entity, issues this Bidding Document for the procurement of the Goods and Related Services on Rate Contract basis for a period as mentioned in NIB, BDS.
2	Eligible Bidders	<p>A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents/BDS any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association: -</p> <ol style="list-style-type: none">All parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; andA Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement.A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association [where permitted], the nationality of the Bidder and all parties constituting the Bidder shall be of India or a country not declared ineligible by Government of India. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country.A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.

		<p>v. A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by –</p> <p>(a) Any Procuring Entity, if debarred by the State Government; and</p> <p>(b) A Procuring Entity if debarred by such procuring Entity.</p> <p>(vi) The Bidder must be <i>Manufacturer /Direct Importer</i>, or where permitted, distributor, authorized dealer, registered Bidder, bona-fide dealer, marketing agent in the Goods and if required he shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorization by the manufacturer or country distributor in India, shall be enclosed.</p> <p>(vii) Any change in the constitution of the firm, etc., shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relive any former member of the firm, etc., from any liability under the Contract.</p> <p>(viii) No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p> <p>(ix) The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. New major stake holder must agree to abide by all terms and conditions of the Contract.</p> <p>(x) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.</p> <p>(xi) In case a prequalification, empanelment or registration process has been conducted prior to the Bidding process, this Bidding will be open only to the pre-qualified, empanelled or registered Bidders.</p> <p>(xii) Each Bidder shall submit only one Bid except in case of alternative bids, if permitted.</p> <p>(xiii) No Bidder who is not registered under the GST prevalent in the State where his business is located shall bid. The GST Registration Number must be quoted.</p>
3	Eligible Goods and Related Services	<p>(i) All Goods and Related Services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.</p> <p>(ii) For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "Related Services" includes services such as insurance, installation, transportation, testing, commissioning, Erecting, training, and mandated operation and maintenance etc. as applicable.</p> <p>(iii) The term "country of origin" means the country where the Goods have been mined, grown, cultivated, produced,</p>

		<p>manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.</p> <p>(iv) The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.</p> <p>(v) If so required in the Bid Data Sheet (BDS), a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section III [Bidding Forms] to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India.</p>
4	<p>Sections of the Bidding documents</p>	<p>(i) The Bidding Document consists of the Sections indicated below and should be read in conjunction with any Addenda/Corrigendum/Clarifications etc. issued in accordance with ITB Clause 6 [Amendment of Bidding Document].</p> <p>Section I : Instructions to Bidders (ITB) Section II : General Conditions of Contract (GCC) Section III : Bidding Forms (BF) Section IV : Contract Forms (CF) Section IVA : Schedule of Supply Section V : Bid Data Sheet (BDS) Section VI : Qualification and Evaluation Criteria (QEC) Section VII : Special Conditions of Contract (SCC) Section VIII : Technical Specifications of the Goods to be procured under the Bid.</p> <p>The Notice Inviting Bid issued by the Procuring Entity shall also be a part of the Bidding Document.</p> <p>(ii) The online downloading of Bidding Document shall be commenced as per schedule given in BDS and shall be stopped one day prior to the date of opening of Bids. The complete Bidding Document shall also be placed on the website of State Public Procurement Portal. The prospective Bidders shall be permitted to download the Bidding Document from the website and pay its Fee/price while submitting the Document to the Procuring Entity, or e-procurement gateway, if the facility is available.</p> <p>(iii) Bidding Document purchased by Principal of any concern may be used by its authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa, if permitted in BDS.</p> <p>(iv) The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal. /www.e-procurement.rajasthan.gov.in .The Bidder is expected to examine all instructions, forms, terms in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.</p>

5	<p>Clarification of Bidding Document and Pre-Bid Conference</p>	<p>(i) The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications etc., in order to get clarifications, the bidder can refer the same to the Procuring Entity, such issued shall be referred as per clause 6 of NIB. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS. If required/needed, the Procuring Entity will respond in writing to any request for clarification, within seven days, provided that such request is received as per clause 6 of NIB. It shall also be placed on the websites of State Public Procurement Portal and should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 6 [Amendment of Bidding Document].</p> <p>(ii) The Bidder or his authorized representative is invited to attend the Pre- Bid Conference, if provided for in the BDS. The purpose of the Pre- Bid Conference will be to clarify and to reply queries on any issue related to this procurement that may be raised at that stage.</p> <p>(iii) The Bidder is requested, to submit queries as per clause 6 of NIB.</p> <p>(iv) Minutes of the Pre-Bid Meeting, including the text of the questions raised, and the responses given, without identifying the source, will be placed on the State Public Procurement Portal/ e-procurement.rajasthan.gov.in Any Amendment/Addendum/Corrigendum/Modifications/clarifications to the Bidding Document that may become necessary as a result of the Pre-Bid Meeting shall be made by the Procuring Entity exclusively through the issue of an addendum/corrigendum (part of Bidding Document) and not through the minutes of the Pre-Bid Meeting</p>
6	<p>Amendment of Bidding Document</p>	<p>(i) Amendment/Addendum/corrigendum/Modifications/clarifications, issued by the Procuring Entity (PE), shall be part of the Bidding Document and same shall be uploaded on the website of State Public Procurement Portal / and/or e-procurement.rajasthan.gov.in.</p> <p>(ii) At any time prior to the deadline for submission of the Bids, the Procuring Entity, suomotu, may also amend the Bidding Document.</p> <p>(iii) To give prospective Bidders reasonable time to take an amendment into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, by uploading it on the website of State Public Procurement Portal/and/or e- procurement. Rajasthan.gov.in</p>

6	Language of Bid	<p>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided that they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. If bid not accompanied by such translation, the concerned/relevant document shall not be considered and bidder shall be responsible for such failure.</p>
7	Bid Prices and Discounts	<p>The prices and discounts(if permitted) quoted by the Bidder in the Bid and in the Price Schedules shall conform to the requirements specified in following Sub-Clauses:</p> <ul style="list-style-type: none"> (i) All goods of the Schedule of Supply must be specified/ listed and priced separately in the BOQ/Financial Schedules. If a BOQ/Financial Schedule shows goods and/ or related services specified/ listed but not priced, these will be marked as Not Quoted. If the bid is invited for composite work/Turn Key basis/Lot basis, the goods and/or related services for which prices are not quoted, prices of those goods shall be deemed to have well taken care of in other goods and L-1 bidder shall be adjudged accordingly. (ii) The price to be quoted in the Bid Submission shall be the total price of the Bid excluding any discounts offered. Discounts, if permitted, shall be shown separately. (iii) The Bidder shall quote unconditional discounts, if permitted, and the methodology for their application in the Financial Bid/BOQ. (iv) In Case of International Competitive Bidding, the terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, on the date of the Invitation for Bids or as specified in the BDS. (v) Prices proposed in the Price Schedule/BOQ Formats for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this Sub-Clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any combination of the terms offered: (vi) For Goods offered from within India: The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and GST and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory, or on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf. If requested, excise duty is to be shown separately. GST and all other taxes applicable in India and Rajasthan or any other

		<p>taxes payable on the Goods, should be included in the total price F.O.R. at site or place of delivery of the goods, if the Contract is awarded to the Bidder.</p> <p>(vii) For Goods offered from outside India: the price of the Goods quoted CIF (Cost, Insurance & Freight) destination (named port of destination), or CIP (Cost, Insurance Paid) destination (border point), or CIP destination (named place of destination), in India, as specified in the BDS; the price of the Goods quoted FOB (Free On Board) port of shipment or FCA (Free Carrier), as the case may be, if specified in the BDS; the total price should be inclusive of all for F.O.R. at site or place of delivery for the goods.</p> <p>(viii) For Related Services: The local currency cost component of each goods/goods comprising the Related Services and the foreign currency cost component, if permitted, of each goods/goods comprising the Related Services, shall be inclusive of all statutory taxes, custom duties, GST and other similar taxes applicable in India, payable on the Related Services, if the Contract is awarded to the Bidder.</p> <p>(ix) Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract for a period as mentioned in NIB, BDS and not subject to variation on any account, unless otherwise specified in the Bidding Documents. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected; prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract period. Prices quoted shall remain unchanged subject to the conditions of Price Fall clause, 32 of GCC.</p> <p>(x) If Bids are being invited for individual contracts (lots) or for any combination of contracts (packages), unless otherwise indicated in the Bidding Documents, prices quoted shall correspond to 100% of the goods specified for each lot and to 100% of the quantities specified for each goods of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price for all lots are submitted and opened at the same time.</p> <p>(xi) All rates quoted must be FOR destination and should include all incidental charges except GST, which should be shown separately. No cartage or transportation charges will be paid by Procuring Entity and the delivery [including loading, unloading and stocking etc.] of the Goods shall be given at the designated premises of the Procuring Entity.</p>
8	Currencies of the Bid	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees (Rs.) unless otherwise specified in bidding documents, in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the bidding documents.
9	Documents Establishing the Eligibility of the Goods and Related Services	If required to establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 3 [Eligible Goods and Related Services], Bidders shall Submit documents in support of the country of origin.

10

Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services

To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid:

- (i) The documentary evidence (specifications, designs and conformance to USFDA/CE/WHO-GMP/ISO/BIS or other acceptable codes) and where asked for, supply samples, demonstrate trials or carry out tests as specified in SCC and any amendment thereof issued in accordance with ITB Clause 6 [Amendment of Bidding Document].
- (ii) The documentary evidence may be in the form of literature, design/drawings or data etc., and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements.
- (iii) Standards and/ or Specifications mentioned are for workmanship, process, material, operation and maintenance and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Section VIII: Technical Specifications of the Goods to be procured under the Bid, are the minimum acceptable standards and are intended to be descriptive only and not restrictive. The Bidder may offer other standards of better quality, brand names, and/ or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Bidding Documents. Until and unless mentioned specifically, the L-1 bidder shall be adjudged on the basis of L-1 rates received in BOQ. The bidder shall not claim cost/price comparison on the basis of quality.
- (iv) Bids for goods, if any, specified in bidding documents, shall be accompanied by set of samples of the goods' bid, where asked for, properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples.
- (v) The process of submission of samples and Demonstration shall be as per clause 43 & 44 of GCC.
- (vi) Approved samples would be retained free of cost up to the period of six months after the expiry of the Contract. The Procuring Entity shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The samples shall be collected by the Bidder on the expiry of stipulated period. The Procuring Entity shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Procuring Entity and no claim for their cost, etc., shall be entertained.
- (vii) Samples not approved shall be collected by the Bidders. The Procuring Entity will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

11	Documents Establishing the Qualifications of the Bidder	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Section VI [Qualification and Evaluation Criteria] of the Bidding document.
12	Evaluation of Qualification of Bidders in Technical Bids	The determination of responsiveness of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2 [Eligible Bidder], and Section VI [Qualification and Evaluation Criteria] of the Bid., Factors not included in Section VI of the bid shall not be used in the evaluation of the Bidder's qualification.
13	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of Contract without assigning any reasons thereof and there by without incurring any liability to the Bidders.
14	Procuring Entity's Right to Vary Quantities	(i) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract. (ii) Repeat order for additional quantities may be placed, the value of the additional quantities may be up to 50% of the value of goods of the original Contract at the rates and conditions given in the Contract, provided the original supply order was given after inviting open competitive bids. Delivery period of goods may be proportionately increased.
15	Dividing quantities among More than one Bidder at the time of award	As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation. The ratio of dividing of quantity shall be as mentioned in BDS.
16	Period of Rate Contract	The bidding is for rate contract (RC) for a period of 24 months or for any extended period as per rules.
17	Preparation of Bid	The Bidder are advised to ensure : (i) Go through the bidding documents, terms and conditions, annexure/ other bid forms (BF) carefully and meticulously. (ii) Bid form must conform to the terms & conditions of the bid documents, technical bid and financial bid (BOQ) should be in Cover-A and Cover-B respectively through e-procurement portal.

		<p>(iii) It is clarified that the information required in bidding document should be submitted only in enclosed bidding form (BF-1 to BF-17) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.</p> <p>(iv) It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for digital signature certificate (DSC), so that the confidentiality of bid/ rates is maintained up to bid opening & that documents are not put to any misuse.</p> <p>(v) It is advisable to authorize only those persons for dealing with RMSCL bid who are employed in the company on salary basis.</p> <p>(vi) Written Correspondence with the corporation regarding the bid shall only be entertained, only if it is done by authorized signatory of the firm.</p> <p>(vii) Certificates/licenses/documents/other testimonials, which are required should be complete in all respect and in force, should be uploaded.</p> <p>(viii) The average gross annual turnover of the bidder shall be as per NIB for last three financial years. The turn over statement (BF-6) duly certified and signed by Chartered Accountant (CA) should be submitted along with the bid. Distributors/ suppliers/ agents/ loan licensees are not eligible to participate in the bids. (Unless specifically allowed).</p> <p>(ix) The bidder shall have to submit (a) PAN and (b) GST Registration Certificate.</p> <p>(x) Bids received after the specified time and date shall be considered late bids and shall not be opened/ downloaded.</p> <p>(xi) A single PDF file for the entire bid document should be zip filed and then uploaded on the website "https://eproc.rajasthan.gov.in." Bid document if not prepared as single PDF file, the website may not accept second and onward parts of the bid.</p> <p>(xii) The bidder should sign on every page of the bid document and attached documents with seal of firm in acceptance of the terms of the bid.</p>
<p>18</p>	<p>Complaints</p>	<p>(i) Complaints relating to this bid lodged with MD, RMSCL should bear signature, name, address, Id proof and mobile number of the complainant. This is important as RMSCL has received many complaints in the past on letter heads of certain companies, who, later on denied to have made the complaint upon verification. Therefore, unauthenticated complaints may not be acted upon. Attention is also invited that complains shall be dealt as per section 42 "interference with procurement process" & 43 "vexatious appeals or complaints" of RTPP Act 2012.</p> <p>(ii) In case any bidder is given any assurance of any advantage by anybody in RMSC or an outsider or if he is directly/ indirectly threatened or intimidated of harming the bid &</p>

		<p>subsequent work in RMSC, the same may be reported immediately to MD, RMSC or ED (EPM) RMSC. It would be better if evidence of such unfair activity of such person is produced so that action may be taken against such person/ institution.</p> <p>(iii) Complaints about Demonstration Report/ Outcome: The bidder shall have to arrange physical demonstration of the goods under procurement, as and when asked by the MD, RMSCL. The bidder shall appoint/depute a representative for this purpose and should submit BF-11 invariably:</p> <p>(a) Photography of the goods to be demonstrated shall be done invariably by Technical Committee (TC).</p> <p>(b) Demonstration shall be taken/ conducted by Technical Committee (TC). Demonstration shall not only cover the examination about required technical specifications (as asked in section -VIII of the bid) and functionality but it shall also cover the other aspects like ease of handling/operation, manoeuvrability of the goods. Decision of the Technical Committee (TC) constituted for the purpose, shall be final.</p> <p>(c) TC will prepare Demonstration Report (DR) immediately after demonstration is over. DR shall be duly signed by the members of the TC and the representative of the bidder (BF-11) as well. Copy of the such duly signed DR, shall be provided to each representative of the bidder (who has demonstrated their goods) on the same day of demonstration.,</p> <p>(d) If the DR finalised by the TC is not acceptable to the representative of any bidder, he may put dissent note (clearly mentioning the reasons of non-acceptance of DR with signature, otherwise report shall be deemed to have been accepted by the bidder (BF-11).</p> <p>(e) If the DR of the technical committee is challenged through a written complaint by any bidder, the M.D., RMSCL may constitute a Review Technical Committee (RTC) including at least two members of the Technical Committee (TC).</p> <p>(f) If the decision of the Review Technical Committee opines the same findings as of the Technical Committee (TC), the decision of Review Technical Committee shall be final and binding and such complaints shall be deemed as "interference with procurement process, vexatious appeals or complaints", and in such cases an action against the complainant bidder, as per section 42(a) "interference with procurement process" & 43 "vexatious appeals or complaints" of RTPP Act 2012, may be taken by the MD, RMSCL.</p>
19	Bidding Documents	Bidding documents can be downloaded from " https://eproc.rajasthan.gov.in ." The bidding documents fee Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00 or Rs. 1000.00 +180.00 (GST@18%) total amount 1180.00 for MSMEs of Rajasthan, and processing fee of Rs.1000.00 of R.I.S.L. shall be deposited through two separate prescribed challans (format enclosed in BF-1) in any

		branch of the Punjab National Bank, account no. 2246002100024414 anywhere in the country. Bid Security Declaration shall be submitted in BF-3. The bidder shall submit scanned copy of all the challans and BF-3 in technical bid through https://eproc.rajasthan.gov.in (Cover-A), or these can be submitted in the form of separate D.D./banker cheque in favour of Rajasthan Medical Services Corporation Limited, Jaipur and M.D., RISL respectively (payable at Jaipur).
20	Deposition of bid document fee, processing fee and Bid Security	The bidding documents fee, RISL processing fee and bid security shall be deposited physically in the office of M.D., RMSCL, Jaipur as per schedule given in BDS. Bidding documents form fees, RISL processing fees and bid security/ Bid security declaration should be submitted separately for each bid. Bidding documents fees and RISL processing fees are non-refundable. The fee if received/ deposited in RMSCL later than the stipulated last date/ time, the bid shall be considered as late bid and shall summarily be rejected.
21	Pre Bid Meeting	To clarify and reply the queries on any issue/matter related to this bid, a pre-bid Meeting will be held in the conference hall of Rajasthan Medical Services Corporation, D-Block, Swasthya Bhawan, Jaipur on the date and time as mentioned in BDS. Written Representations regarding clarifications sought/suggested shall only be accepted on or before the date of pre-bid meeting, thereafter representations will not be accepted. After pre-bid meeting, necessary changes in bid conditions, if considered appropriate, will be made. Necessary corrigendum/ modification/clarification in the bid and specifications may be issued after pre-bid meeting, if required. Please note that bids should be submitted after pre-bid meeting incorporating the corrigendum/modification/ clarification/addendum, if any made by the procuring entity.
22	Publication of Corrigendum, Amendment, Addendum	If any Amendment/Corrigendum/Addendum/Modifications in the bidding documents are carried out on suomotu or following pre-bid meeting, the same will be notified as per rules, uploaded on the departmental website www.rmhc.health.rajasthan.gov.in , sppp.raj.nic.in and https://eproc.rajasthan.gov.in . In case any inconvenience is felt or some further clarification is required, please contact on telephone number 0141-2223887 or queries may be e-mailed to edepmrmsc-rj@nic.in , at least 10 days prior to the last date of submission of bid.
23	Technical Bid opening	The technical bids shall be opened online as per BDS schedule/ amended schedule, in the presence of the bidders or their representatives who wish to be present.
24	Publication of Technically Responsiveness/ L-1 Bidder	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites www.rmhc.health.rajasthan.gov.in , sppp.raj.nic.in and https://eproc.rajasthan.gov.in . Similarly, information regarding financial bid (L-1) shall also be provided to bidders on above websites. Individual bidders may not be informed separately.
25	Participation of	i. Any bidder who qualifies to participate in the bid as per Rule

Bidders

- 13(4) of RTPP Rules and amendment therein vide Notification dated January 01, 2021 (G.S.R. 237) and Order No F.2(1)FD/G&T-SPFC/2017, Jaipur dated 15-01-2021 issued by Finance (G&T) Department, Govt. of Rajasthan, shall only be eligible to participate in the Bid.
- ii. The bidders belonging to or with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed if the bidder is registered either with the Competent Authority of GoI by Department of Promotion of Industries and internal trade under the Ministry of Commerce and Industry or with the Competent Authority of GoR.
 - iii. A certificate to this effect shall be given bidder in BF-2, regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
 - iv. Explanation: For the purpose of this,-
 - a. "Agent" means a person employed to do any act for another, or to represent another in dealings with third persons;
 - b. "Beneficial owner" means,-
 - (i) In case of a company or Limited Liability Partnership, the "beneficial owner" is the natural person or persons who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other person;
 - (ii) "Controlling ownership interest" is the ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - (iii) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - (iv) In case of a partnership firm, the "beneficial owner" is the natural person or persons who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (v) In case of an unincorporated association or body of individuals, the "beneficial owner" is the natural person or persons, who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (vi) Where no natural person is identified under sub-clause (a), (b), (c), (d) or (e) above, the "beneficial owner" is the relevant natural person who holds the position of senior managing official;
 - (vii) In case of a trust, the identification of beneficial owner or owners shall include identification of the author of the

		<p>trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership;</p> <p>c. "Bidder from a country which shares a land border with India" means,-</p> <ul style="list-style-type: none"> (i) An entity incorporated, established or registered in such a country; (ii) A subsidiary of an entity incorporated, established or registered in such a country; (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; (iv) An entity whose beneficial owner's situated in such a country; (v) An Indian (or other) agent of such an entity; (vi) A natural person who is a citizen of such a country; (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above."
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Executive Director (EPM)
RMSCL, Jaipur

Rajasthan Medical Services Corporation Limited (RMSCL)

D-Block, Swasthya Bhawan, C-Scheme, Jaipur — 302005

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CIN : U24232RJ2011SGC035067

E-Mail – mdrmisc@nic.in; edepmrmisc-rj@nic.in
Website: www.rmssc.health.rajasthan.gov.in

SECTION II :-GENERAL CONDITIONS RATE CONTRACT (GCC)

Bidder should read these terms & conditions carefully and comply strictly while submitting their bids. If a bidder has any doubt regarding the terms & conditions and specifications mentioned in the bid notice/catalogue, he should refer these to M.D., Rajasthan Medical Services Corporation Limited, Rajasthan, and Jaipur before submitting bids and obtain clarifications. The decision of M.D., RMSCL shall be final and binding on the bidder. The clauses of terms & conditions are as follows:-

Clause No.	Subject	Description
	Definitions	Definitions:
1		<p>The following words and expressions shall have the meanings hereby assigned to them for the purpose of this bid:</p> <p>'Act' means the Rajasthan Transparency in Public Procurement Act, 2012 and amendments therein.</p> <p>'Rules' means the Rajasthan Transparency in Public Procurement Rules, 2013 and amendments therein.</p> <p>'Completion' means the fulfilment of the supplies and related services by the supplier in accordance with the terms and conditions set forth in the contract.</p> <p>"Contract" means the agreement entered into between the Procuring Entity and Supplier, together with the contract documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.</p> <p>"Contract Documents" means the documents listed in the agreement, including any amendments therein.</p> <p>"Contract Price/Rate" means the price payable to the supplier as specified in the agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.</p> <p>"Day" means calendar day.</p> <p>"Delivery" means the transfer/supply of the goods from the supplier to the Procuring Entity in accordance with the terms and conditions set forth in the contract.</p> <p>"GCC" mean the General Conditions of rate Contract.</p> <p>"SCC" means the Special Conditions of rate Contract".</p> <p>"Goods" means all the commodities, raw material, machinery and equipment, accessories, documents, Guarantee/Warranty/ warranties and /or other materials that the supplier is required to supply to the Procuring Entity under the contract.</p> <p>"Procuring Entity" means the entity purchasing the goods and related services here, M.D., RMSCL or as specified in the SCC.</p> <p>"Related Services" means the services incidental to the supply of the goods, such as insurance, installation, erecting, training and initial maintenance (<u>Preventive maintenance and calibration during Guarantee/Warranty period</u>), commissioning of equipment or machinery and other similar obligations of the supplier under the contract.</p>

		<p>“Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the supplier.</p> <p>“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the contract has been accepted by the Procuring Entity and is named as such in the agreement, and includes the legal successors or permitted assigns of the supplier.</p> <p>“The Site” where applicable, means the place of delivery, installation, erecting, testing/ commissioning of the goods/ equipment or machinery or In-charge Officer of Govt. Medical Institutions consignees or any other place mentioned in the purchase order.</p> <p>“Service Provider” means any such service provider firm/institution, appointed/hired/contracted by RMSCL/ Govt. of Rajasthan, for the Repair & Maintenance of Bio Medical Equipment/Equipment installed in various health institution of Rajasthan.</p> <p>“E-Bid” means bid invited online through e-procurement system, following the procedures and processes provided on website http://eproc.rajasthan.gov.in</p> <p>“BOQ” means Bill of Quantities format provided to quote rates for the online bid submission.</p> <p>“Amendment of Bidding Document” means Amendment/Addendum/ Corrigendum/Modifications/clarifications etc. Issued in relation to the Bid.</p> <p>“ECS” ELECTRONIC CLEARING SYSTEM</p> <p>“IEM” INDUSTRIAL ENTREPRENEUR MEMORANDUM</p> <p>“EM-II” ENTREPRENEUR MEMORANDUM-II</p> <p>“MSME” MICRO SMALL & MEDIUM ENTERPRISES</p> <p>“CMC” COMPREHENSIVE MAINTENANCE CONTRACT</p> <p>“ERTL”- ELECTRONIC REGIONAL TEST LABORATORIES</p> <p>“OEM” means Original Equipment Manufacturer</p>
2	General terms:	<p>Interpretation</p> <p>In the Contract, except where the context requires otherwise:</p> <ol style="list-style-type: none"> i. Words indicating one gender include all genders; ii. Words indicating the singular also include the plural and words indicating the plural also include the singular, iii. Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing; “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; iv. The word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender document” with “bidding document”. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
3	Incoterms	<p>In case of International Competitive Bidding :</p> <ol style="list-style-type: none"> i. The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms. ii. EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, on the date of the invitation of the bid or as specified in the bidding document.

4	Entire Agreement	The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes complete bidding documents including Amendments/Corrigendum/Modification/Addendum issued, schedules, appendices, annexure, Letter of approval of Rates, all correspondence related to the bid, approval of extension period etc. And all attachments listed in the agreement.
5	Amendment in Agreement	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
6	Non-waiver	<p>i. Subject to GCC Sub-Clause (ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>ii. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
7	Severability	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
8	Code of Integrity	<p>It is required that the Supplier observes the highest standards of ethics during the procurement process and performance of the Contract with strict compliance to the provisions of Code of Integrity specified in the Act and the Rules. In particular, the Supplier along with its Sub-Suppliers and all their personnel shall-</p> <p>i. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or performance of the Contract or to otherwise influence the Client/ Procuring Entity.</p> <p>ii. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>iii. Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>iv. Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>v. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract;</p> <p>vi. Not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>vii. Disclose conflict of interest, if any; and</p> <p>viii. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.</p>

		<p>Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below:</p> <p>(a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>(b) "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(d) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</p> <p>The Procuring Entity shall take legal action against the Supplier under Section 11(3), 46 and chapter IV of the Act, if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in execution of the Contract. The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity.</p>
9	Language	<p>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided that they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. If bid not accompanied by such translation, the concerned/relevant document shall not be considered and bidder shall be responsible for such failure.</p>
10	Notices	<p>Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the ITB. The term "in writing" means communicated in written form or electronic form with proof of receipt. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
11	Governing Law	<p>The Contract shall be governed by and interpreted in accordance with the laws of the Central and the State Governments.</p>
12	Specifications and Standards	<p>i. The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.</p> <p>ii. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Bidding documents and shall bear such marks. When no applicable standard is mentioned, the Goods and Related Services supplied shall be of the best quality and the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of</p>

		<p>origin of the Goods. In no case such standards shall be inferior to the relevant updated BIS or international standards.</p> <p>iii. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be applicable During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC 3.</p> <p>iv. The supply of goods specified in NIB, Bidding Documents shall conform strictly to the approved samples, The decision of the Procuring Entity whether the goods supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Supplier.</p>
13	Copyright	<p>The copyright in all documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials or Related Services, the copyright in such materials or related services shall remain vested in such Third party.</p>
14	Confidential Information	<p>i. In addition to the requirements of the provisions of Section 49 of the Act and Rule 77 of the Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following Completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier Under this Clause. However in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data on line by any third party.</p> <p>ii. The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>iii. The obligation of a party under GCC Sub-Clauses 14(i) and 14(ii), however, shall not apply to information that:</p> <p>(a) The Procuring Entity or Supplier need to share with other institutions participating in the financing of the Contract;</p> <p>(b) Now or hereafter enters the public domain through no fault of that party;</p> <p>(c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or</p>

		<p>indirectly, from the other party or otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> <p>iv. The above provisions of GCC Clause 14 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. The provisions of GCC Clause 14 shall survive completion or termination, for whatever reason, of the Contract.</p>
15	Change in Laws and Regulations	<p>i. After the dead line of for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government(which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price(including Taxes) shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.</p> <p>ii. If any goods quoted in the bid does not attract GST at the time of bidding and GST is levied by the union government subsequently, the bidder shall be entitled to such GST paid on production of invoices drawn as per Rules.</p>
16	Force Majeure	<p>i. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>ii. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc.</p> <p>iii. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.</p>
17	Joint Venture, Consortium or Association and Changes in the Constitution of the Supplier	<p>If the Supplier is a Joint Venture, Consortium, or Association all the parties shall sign the Contract except in case of the Joint Venture, Consortium or Association is a registered Firm or Company. All the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a lead partner with authority to bind and represent the Joint Venture, Consortium, or Association.</p> <p>i. The structure/ composition or the constitution of the Supplier as a firm, joint Venture, Consortium, or Association shall not be altered</p>

		<p>without the prior consent of the Procuring Entity.</p> <p>ii. Any change in the structure/ constitution of the firm, etc., shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relieve any former member of the firm, etc., from any liability under the Contract.</p> <p>iii. The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. Any new major stake holder must agree to abide by all terms and conditions of the Contract.</p> <p>iv. No new partner/partners shall be accepted in the firm by the Bidder in respect of the Contract unless he/ they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p>
18	Subcontracting	<p>The Supplier shall not sublet or assign the Contract or its any part to anyone without the prior written approval of the Procuring Entity. The Supplier shall notify the Procuring Entity in writing of all subcontracts to be awarded under the Contract. Subcontracting shall in no event relieve the Supplier From any of its obligations, duties, responsibilities or liabilities under the Contract. The capability details of such subcontractors shall be provided to the Procuring Entity who shall evaluate and take a decision as to whether to approve it or not. Subcontractors shall comply with the provisions of GCC Clause [Code of Integrity] and Clause [Confidential Information].</p>
19	Scope of Supply	<p>The Goods and Related Services to be supplied shall be as specified in NIB, Bidding documents. Unless otherwise stipulated in the Contract, the Scope of Supply shall include, at the supplier's cost, all such goods not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such goods were expressly mentioned in the Contract.</p>
20	Change in Orders and Contract Amendments	<p>i. The Procuring Entity may at any time order the Supplier through Notice in accordance changes, within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) Specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity; (b) The method of shipment and/ or packing; (c) The place of delivery; and (d) The Related Services to be provided by the Supplier. <p>If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty- eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order. Prices to be charged by the Supplier for any Related Services that might be needed but</p>

		<p>which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>ii. Additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.</p>
21	Delivery	<p>i. Subject to GCC Clause 20, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the details specified in the NIB, Bidding documents. The details of shipping and other documents to be furnished by the Supplier are specified in the SC.</p> <p>ii. All Goods must be sent freight paid through Railways or Goods transport. R.R. should be sent under registered cover. In case advance payment is to be made, the R.R. shall be sent through Bank only.</p>
22	Supplier's Responsibilities	The Supplier shall supply all the Goods and Related Services in accordance with GCC Clause 20 and the Delivery and Completion Schedule, as per GCC Clause 21.
23	Procuring Entity's Responsibilities	Whenever the supply of Goods or Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so requested by the Supplier, will make its best effort to support the Supplier in complying with such requirements in a timely and expeditious manner.
24	Extensions of Time	If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 20, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract. Except in case of Force Majeure, as provided under GCC Clause 16, or reasons beyond the control of the Supplier under GCC Clause 23, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 50.
25	Contract Price	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions There from, as may be made pursuant to the Contract. Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices approved by the procuring entity. Price Adjustment except GCC 33 shall not be applicable during the Rate contract tenure.

26	Taxes and Duties	<p>i. For Goods supplied from outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.</p> <p>ii. For Goods supplied from within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods at site to the Procuring Entity.</p> <p>iii. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>
27	Patent Indemnity	<p>i. The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 27(b), indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p>(a) The installation of the Goods by the Supplier or the use of the Goods where the Site is located; and</p> <p>(b) The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>ii. If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 27(a), the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier shall at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>iii. If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf and at the expenses of the Supplier.</p> <p>iv. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>v. The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier</p>

		may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.
28	Limitation of Liability	Except in cases of gross negligence or wilful misconduct: Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and the aggregate liability of the Supplier to the Procuring Entity under the Contract shall not exceed the amount specified in the SCC, which shall not be less than the amount of the Contract Price and more than double of it, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.
29	Termination for Default	<p>i. The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>(a) If the Supplier fails to deliver any or all of the Goods and/ or Related Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 24 [Extension of Time]; or</p> <p>(b) If the Supplier fails to perform any other obligation under the Contract.</p> <p>(c) If the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and GCC Clause 8 [Code of Integrity], in competing for or in executing the Contract.</p> <p>ii. In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 29(1)(i), the Procuring Entity may procure, upon such terms and such manner as it deems appropriate, the Goods and/ or the Related Services similar in such manner as it deems appropriate, the Goods and/ or the Related to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.</p>
30	Termination for Insolvency	<p>i. The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.</p> <p>ii. The Goods which have been shipped or dispatched at the time of Supplier's receipt of the Notice of termination may be accepted by the Procuring Entity at the Contract terms and prices.</p>

31	Termination for Convenience	The Procuring Entity, by Notice sent to the supplier may terminate the contract in whole or in part, at any time for its convenience. The Notice of the termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
32	Price Fall Clause	<p>The prices under rate contract shall be subject to price 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 in the state of Rajasthan. 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 M.D., RMSCL, Jaipur and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the rate contract holder quotes/ reduces its price to render similar goods at a price lower than the rate contract price to anyone in the State at any time during the currency of rate agreement/ contract including extension period, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under rate contract and the rate contract shall be amended accordingly.</p> <p>The firms holding parallel rate contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days time to M.D./ ED (EPM), RMSCL. Similarly, if parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduce price, further transaction with it, shall not be conducted.</p> <p>If the prices of goods/goods under rate contract, falls in open market and procuring entity is of the opinion that rate has to be revised in the interest of the Government, he shall constitute a committee to review the prices. On the recommendations of committee, rates of the goods under rate contract shall be revised with the mutual agreement with rate contract for the procuring entity holder firm/firms.</p> <p>Provisions of Price Fall clause shall also be applicable during extended period and/ or additional quantity ordered.</p> <p>Provisions of Price Fall clause shall also be applicable if rate received and/ or approved, in the freshly invited bid are lower for the goods under procurement.</p>
33	Submission of Bid	<p>i. E-bid shall be submitted as per schedule given in BDS, to M.D., Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the supply through rate contract. At any time prior to the date of submission of bid, Bid Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority may at his discretion, extend the date and time</p>

		<p>for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the Bid Inviting Authority.</p> <p>ii. Interested applicants will have to use digital signature as per the instructions of DoIT department for the bid.</p> <p>iii. Bidders are advised that the information related to e-bidding process can be obtained from the bidder manual available on e-procurement portal.</p> <p>iv. Regular training programs are organized by Department of Information Technology & Communication, Government of Rajasthan for training related to the e-procurement process. Interested bidders may register in e-procurement Cell, DoIT&C to participate in the training program whose communication details are- Contact no: 0141-4022688 (help desk 10 am to 6pm on all working days) e-mail: eproc@rajsathan.gov.in; address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.</p>
34	Procuring Entity	<p>Bid shall be submitted to M.D., Rajasthan Medical Services Corporation, Rajasthan, Jaipur (the Procuring Entity) through https://eproc.rajasthan.gov.in.</p>
35	Submission of Financial Bid	<p>Financial Bid duly filled in (BF-4/BOQ) giving the rates for quoted goods, should be submitted through the portal "https://eproc@rajasthan.gov.in (Format (BOQ))". The rate should not be disclosed in the technical bid.</p>
36	Signing & Change in Constitution of the firm	<p>i. In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the Goods of Association of the bidder company.</p> <p>ii. Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/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 conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the M.D., Rajasthan Medical Services Corporation Ltd., D-Block, Swasthya Bhawan, C-scheme, Jaipur. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.</p>
37	Bid Security	<p>i. Bid shall be accompanied with a bid security at the rate of 2% of the likely value of the indicative quantity or as per NIB whichever is less, for whole bid catalogue/each goods. Bids submitted without sufficient bid security will be summarily rejected.</p> <p>ii. The bid security of bidder shall be refunded after the earliest of the following events, namely:-</p> <p>(a) The expiry of validity of bid security;</p> <p>(b) The execution of agreement for procurement and performance</p>

		<p>security is furnished by the successful bidder;</p> <p>(c) The cancellation of the procurement process; or</p> <p>(d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.</p> <p>iii. Bidder should provide bank details as per BF-2 with the bid document for that purpose.</p> <p>iv. Firms which are registered as micro or MSME of Rajasthan with Commissioner of Industries shall furnish the amount of bid security at the rate 0.50% of likely value of the indicative quantity or as per NIB, whichever is less, for whole bid catalogue/each goods. In respect of goods for which they are registered to manufacture, shall submit an attested copy of acknowledgment of EM-II issued by DIC, with an affidavit on non-judicial stamp paper worth Rs. 50/- as per BF-8.</p> <p>v. The Public Sector Undertakings need not furnish any amount of bid security. However, bid securing declaration shall be necessary.</p> <p>vi. The bid security lying with the Corporation in respect of other bids awaiting approval or rejection or on account of contracts being completed, will not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in case bids are re-invited for the same goods.</p> <p>vii. In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and bid security may be forfeited. Bidder/his representative may also be banned/ debarred. Report with police station may also be filed against such bidder/his representative.</p> <p>viii. As per Notification GSR 230 dated 18 December 2020 of Finance Department, Govt. of Rajasthan, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 to 31.12.2021, Bid security declaration in lieu of bid security shall be taken and the same has to be submitted in BF-3 (on Rs 50/- Non-Judicial Stamp Paper Duly Notarized).</p>
38	Forfeiture of bid security	<p>The bid security will be forfeited if:</p> <p>i. The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid,</p> <p>ii. The 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),</p> <p>iii. The bidder does not deposit the 'performance security' after the supply order is placed/requested for signing the agreement,</p> <p>iv. The bidder fails to commence the supply of the goods as per supply order within the time prescribed,</p> <p>v. The bidder fails to submit samples/demonstration of quoted goods on demand,</p> <p>vi. The bidder violates any of the terms & conditions of the bid document.</p>
39	Guarantee/Warranty clause	<p>i. The bidder would Guarantee/Warranty that the subject matter of procurement would continue to conform to the description and quality as per technical specifications and perform as per descriptions, from the date of delivery/ installation (if applicable)</p>

		<p>of the said subject matter of procurement. Notwithstanding the fact that the purchaser may have inspected and/or approved the said subject matter of procurement during the Guarantee/Warranty period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise.</p> <p>ii. The bidder shall, during the Guarantee/Warranty period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment operative.</p> <p>iii. In case of the machinery or equipment, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall also be responsible to ensure adequate and regular supply of spare parts and consumables required for the machinery or equipment, whether under their annual maintenance and repairs contract or otherwise. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment.</p> <p>iv. In case, any goods supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to 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 may have been consumed, either in part or whole, pending receipt of laboratory test/inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules.</p> <p>v. Bidder will carry out preventive maintenance and calibration as per schedule given by principal manufacturer or as mentioned in bidding document. All the reagents, consumables, spares and required accessories shall be provided free of cost to do preventive maintenance and calibration during Guarantee/Warranty period. Bidder shall provide all documents i.e. service report, test reports related to preventive maintenance and calibration to procuring entity and consignee.</p>
40	Marking	All non consumable subject matter of procurement, except glass or imported goods, (like instruments/equipment and others accessories)

		should bear marking "Government Of Rajasthan" or as mentioned in supply order in English on the instruments/equipment, without which the supply may not be entertained.
41	Applicability of taxes	Applicability of taxes: The invoice should show the SGST/CGST/IGST separately for the purchase of goods i.e. medical equipment, instruments & ambulances etc. procured by RMSCL. The industries situated in GST Free zone will produce the copy of appropriate notification.
42	Comparison of rates	<ol style="list-style-type: none"> i. Only net rates should be quoted. No separate free goods or cash discounts should be offered. Rates must be valid for the entire bid validity period. ii. In case MSME's of Rajasthan participate in bid and submits Form-A issued, certified by competent authority & affidavit in Form-'B'-BF XXI & XXII. (Please refer Finance (GF&AR Division) Department; Government of Rajasthan Notification S.O.165 dated 19.11.2015 and amendment therein, for detailed criteria of eligibility. All disputes in this regard will be decided as per provision of this notification only.) iii. Price Preference is not applicable due to GST which had been made effective from July 1, 2017 in place of VAT. iv. Consignee may be located at a district headquarter (except equipment/machinery requiring installation and commissioning, the place may be any other station) or as directed by M.D., Rajasthan Medical Services Corporation Ltd., Jaipur and the rates must be quoted accordingly. No cartage or transportation charges shall be payable. v. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charges, including transit insurance, and any other levies or duties etc. on the subject matter of procurement, except GST. vi. In the event of any subsequent variation (increase or decrease) in the rate of GST, GST by the government (state or central), the same will be admissible accordingly. vii. If the rates of goods quoted are found same from two for more bidders, then such bidders may be asked to submit revised financial bid, containing reduced rates within given time by RMSCL. 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 SGST, CGST & IGST Tax should be mentioned separately. ix. The bidder will exercise all due diligence at their own level regarding applicability of other taxes, duties and fees etc. for the unit of supplies as specified in the bid document and accordingly include the same in their quotes. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained later on any account. <ol style="list-style-type: none"> a. No part of the bid document should be detached/ deleted. The bidder shall sign with seal on every page of the bid form and terms & conditions or BF-14 in token of his acceptance of all the

		<p>terms & conditions of the bid and upload the same along with bid documents. He should also sign at the bottom of each page of the original bid goods, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.</p> <p>b. Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, this shall render the bid to be rejected without notice.</p> <p>c. For comparison of rates, the average comprehensive annual maintenance charges & consumables may be added to the rate quoted for the equipment, if comprehensive annual maintenance is applicable and consumables of equipment related to closed group are used.</p>
43	Submission of samples	<p>i. Samples must be sent of the quoted goods free of cost on demand by RMSCL even though the specifications or descriptions etc. Are mentioned in the bid form are complied. No sample will be accepted after prescribed period. In the event of non submission of samples within the prescribed period on demand, the bid shall not be considered and bid security shall be forfeited. RMSCL may grant extension in time for submission of samples on the request of bidder.</p> <p>ii. Samples of equipment/ instruments should be collected back from the E.D. (EPM), RMSCL, Jaipur by unsuccessful bidders within one month from the date of demonstration or the period intimated to the bidder. The corporation will not be responsible for any damage, wear and tear or loss during the course of culture testing/ testing/ examination etc. The corporation would retain the sample of approved goods for one month beyond expiry of contract. The corporation shall not be responsible for any damage, wear & tear or loss in this 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 by the corporation after the period allowed for collection and no claim for cost etc. Shall be entertained. In certain cases, the controlled marked sample may be directed to be kept at the premises of the bidder and they shall be maintained till the currency of rate contract/ Guarantee/Warrantee.</p> <p>iii. The bidder may be asked to demonstrate the technique, procedure and utility of equipment as per specifications given in the bid document before the technical committee of the corporation.</p> <p>iv. Sample should be strictly according to the goods quoted in the bid form failing which the bid will not be considered. Permanent label shall be placed on the goods depicting the name of make and model. The label should be of permanent nature which should not be easily removable. The permanent label so affixed shall be with the particulars as mentioned below:-</p> <ol style="list-style-type: none"> a. Name of manufacturer b. Make c. Model d. Serial No

		<p>e. Address of the firm f. Customer care no.</p> <p>(v) No change in marking on sample will be allowed after the submission of the sample.</p>
44	Demonstration & Grievances	<p>Process of Demonstration & Grievances: The bidder shall have to arrange physical demonstration of the goods under procurement, as and when asked by the MD, RMSCL. The bidder shall appoint/depute a representative for this purpose and should submit BF-11 invariably:</p> <p>a. Photography of the goods to be demonstrated shall be done invariably by Technical Committee (TC).</p> <p>b. Demonstration shall be taken/ conducted by Technical Committee (TC). Demonstration shall not only cover the examination about required technical specifications (as asked in section -VIII of the bid) and functionality but it shall also cover the other aspects like ease of handling/operation, maneuverability of the goods. Decision of the Technical Committee (TC) constituted for the purpose, shall be final.</p> <p>c. TC will prepare Demonstration Report (DR) immediately after demonstration is over. DR shall be duly signed by the members of the TC and the representative of the bidder (BF-11) as well. Copy of the such duly signed DR, shall be provided to each representative of the bidder (who has demonstrated their goods) on the same day of demonstration.</p> <p>d. If the DR finalized by the TC is not acceptable to the representative of any bidder (BF-11), he may put dissent note (clearly mentioning the reasons of non acceptance of DR) with signature otherwise report shall be deemed to have been accepted by the bidder (BF-11).</p> <p>e. If the DR of the technical committee is challenged through a written complaint by any bidder, the M.D., RMSCL may constitute a Review Technical Committee (RTC) including at least two members of the Technical Committee (TC).</p> <p>f. If the decision of the Review Technical Committee opines the same findings as of the Technical Committee (TC), the decision of Review Technical Committee shall be final and binding and such complaints shall be deemed as "interference with procurement process, vexatious appeals or complaints", and in such cases an action against the complainant bidder, as per section 42(a) "interference with procurement process" & 43 "vexatious appeals or complaints" of RTPP Act 2012, may be taken by the MD, RMSCL.</p>
45	Performance Security (PS) and agreement	<p>i. The successful bidder shall submit the original copy of bidding document duly signed on each page (<i>As has been uploaded on e-procurement portal</i>) at the time of agreement. The period of rate contract shall be 24 months from the 1st. day of next month of agreement signing month. The M.D., RMSC Ltd., can extend the original rate contract, subject to original terms and conditions for a period deemed fit by him up to three months or up to the extended period due to repeat order, for which the bidder shall abide.</p> <p>ii. Successful bidders, whose offers are accepted, will have to deposit performance security @5 % of the value of the indicative quantity</p>

(including GST) in the bid for each goods in favor of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement. The Performance Security shall be deposited in the form of DD/Banker cheque/ B.G. However, the Bank Guarantee shall be for a validity period of 6 months, beyond the Guarantee period sought for the goods. The firms, which are registered as MSMEs / sick industries of Rajasthan, shall be required to deposit performance security, as applicable under the rules.

- iii. The Performance Security (P.S.) shall be 5% of the total value of stores ordered for supply. The Procurement Officer will not release payment for supplies, until the additional Performance Security due is either deposited by the supplier or additional P.S., as calculated, is withheld.

The firm may submit Bank Guarantee issued by any scheduled bank. The minimum validity of bank Guarantee should be 6 months after completion of Guarantee period for the goods.

The bid security of successful bidder may be adjusted toward Performance Security. The bidders shall submit scanned copy of the challan/DD/Banker cheque in Technical Bid (Cover-A).

- iv. The performance security shall be refunded after six months after satisfactory completion of rate contract and after satisfying that there are no dues outstanding against the bidder, subject to Comprehensive Maintenance Agreement provisions.

- v. Firms, which are registered as micro and MSMEs with the Department of Industries, Rajasthan shall furnish the amount of performance security @1/0.5% of value of indicative quantity and for sick industries shall furnish the amount of performance security @2/1% of value of indicative quantity as per bid catalogue on furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit as per BF-8.

- vi. As per Notification GSR 230 dated 18 December 2020 of Finance Department, Govt. of Rajasthan, During the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 to 31.12.2021, the performance security shall be taken as under:

- a. 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 5% of the amount of work order, in case of procurement of works.
- b. 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan.
- c. 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR).

It is to be noted that earlier years' bid security and performance security, even if lying in this department shall not be considered towards this bid and therefore fresh bid security/performance security shall be deposited.

The Corporation will pay no interest on bid security or performance security amount.

		<p>vii. Successful bidders will have to execute an agreement on a Non Judicial Stamp Paper of an amount mentioned in the offer letter (LOA), in the prescribed form with M.D./ E.D.(EPM), Rajasthan Medical Services Corporation Limited, Jaipur and deposit performance security within 15 days from the date of acceptance of the bid is communicated to him. However, M.D. RMSC Ltd., Jaipur may condone the delay in execution of contract by the bidder. The expenses in this regard shall be borne by the successful bidder. The validity of rate contract under this agreement shall be for a period, as mentioned.</p> <p>viii. The bidder shall furnish the following documents at the time of execution of agreement:-</p> <ol style="list-style-type: none"> Attested copy of Partnership Deed, in case of Partnership Firms; Registration Number and year of registration, in case partnership firm is registered with Registrar of Firms; <p>ix. Address of residence and office, telephone numbers, in case of Sole Proprietorship with</p> <ol style="list-style-type: none"> Registration issued by Registrar of Companies, in case of Company, Comprehensive maintenance agreement, if applicable. <p>x. In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of performance security shall be liable to forfeiture by M.D. RMSC Ltd., Jaipur and decision of M.D. RMSC Ltd., Jaipur shall be final.</p> <p>xi. Public Sector Undertakings are not required to furnish amount of Security Deposit.</p> <p>xii. The 25% of total deposited Performance Security amount shall be retained as Performance Security against the security of Comprehensive Maintenance Contract (CMC) If there is any default in comprehensive maintenance service, the corporation may forfeit the performance security, as described under different clauses or any other recovery from this Performance Security.</p> <p>xiii. The rate contract can be repudiated at any time by the M.D., RMSC Ltd., 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 the agreement of rate contract at any time without notice/intimation to the successful bidder.</p>
46	Supply Orders/ Purchase order(PO)	<p>i. Supply order/Purchase Order (PO) will be placed through registered post/ e-mail/ any communication medium by the corporation. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a period of 60 days or as specified in the supply order.</p> <p>ii. The successful bidder shall acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the goods on risk & cost purchase provision.</p> <p>iii. In case of imported goods, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 11 (i) above.</p>

		<p>iv. Except for equipment/ machinery, which requires installation/ commissioning, all other supplies shall be to district headquarter only. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation from the supplier on case to case basis. The consignee for supplies shall be M.D. RMSC or a medical institution in the state such as M.D., NHM, Director (PH/ RCH/ HA/ IEC/ Aids/ ESD), Principal of Medical Colleges, Superintendents of attached hospitals/CM&HO/ PMO/DPC of DDW etc. Or their equivalent.</p> <p>v. To ensure sustained supply without any interruption, M.D., RMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders. In such a case, the requirement may be met by dividing the quantity among the R/C holders considering the quantity required and dedicated capacity of the successful bidders (BF-5).</p> <p>vi. The ready stock position of the goods, if provided by the firm, may be considered by the Corporation for the placement of supply orders.</p> <p>vii. It may be noted that the Corporation does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific goods from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.</p> <p>viii. The required to be procured are mentioned in NIB however, the figures indicated do not constitute any commitment on the part of corporation to purchase any of the goods and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved goods being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.</p>
47	Purchase preference	<p>To avail purchase preference MSME bidder have to submit BF-15. In case, the prices of the local bids are not found competitive and the bidding enterprise from outside the State is adjudged lowest, then purchase preference to local enterprises shall be given in the following manner, subject to fulfilment of all required specifications and conditions of the bid:-</p> <p>i. Opportunity shall be given to local enterprises to supply 80% of the bid quantity (with 20% order to be given to the original lowest bid enterprise). Out of this 80% minimum of 60% would be required to be purchased from the local micro and small enterprises, in case they have also bid and within this 60%, 4% shall be earmarked for procurement from local micro and small enterprises owned by member of scheduled caste or scheduled tribe. The remaining quantity, out of the above mentioned 80% and to the maximum limit of 20% shall be procured from the local medium enterprises in case they have also bid.</p> <p>ii. To exercise this option of Purchase Preference for 80% of the bid quantity, in such situation, a counter offer would be given to the local enterprise, which has quoted the minimum rate among the local bidder enterprises, to match the overall lowest (L1) rate</p>

		<p>received. In such case, price preference stated in clause (a) above shall no longer be applicable and net lowest price (L1 price) would be required to be matched.</p> <p>iii. In case, the lowest local enterprise does not agree to the counter offer as per sub clause (ii) above, or does not have the capacity to provide the entire bid quantity, the same counter offer shall be made to the next lowest bidder of the eligible local bidder enterprises, in that order till the quantity to be supplied is met.</p> <p>CASE-2: In case MSME's of Rajasthan do not participate in bid or do not match L1 rate as above but PSU's participate. 25% preference may be given to PSU if there is no MSME unit of Rajasthan to avail this benefit. However these units will be required to participate in bidding process and match L-1 price.</p> <p>CASE-3: In case neither MSME's of Rajasthan nor PSU's participate in bid or do not match L1 rates. L1 will be given order of 100% quantity.</p>
48	Submission of contract completion report	<p>A consolidated statement (BF-17) shall be submitted to ED, EPM by the 10th of each month. Every time the statement should contain details of all orders placed under the contract.</p> <p>Firms will have to submit consolidated statement (BF-17) in duplicate at the end of rate contract well as after expiry of equipment/instrument Guarantee/Warranty period (as provided in Guarantee/Warranty clause of the contract) to enable the Corporation to examine the case for refund of performance security.</p> <p>The consignee shall intimate the contractor/supplier about the defect(s) at once in such a manner, so as to reach the office of the firm immediately and before completion of Guarantee/Warranty period. It shall be the responsibility of the consignee to get the complaint of defective equipment or defective performance registered immediately with the office of ED (EPM), RMSCL/MD, RMSCL also.</p>
49	Terms of payment	<p>Unless otherwise agreed between the corporation and the firm, payment/part payment for the delivery of the stores will be made on submission of bills in proper form by the firm. Payment shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee along with the bill. Installation/commissioning of equipment and rendition of required satisfactory training to the consignee's personnel, if any, shall also be necessary for releasing payment. In case of delayed supplies, deduction of L.D. or/and penalty as per provisions shall be made from payments. The firms shall seek time extension from the Corporation before delayed dispatch of supplies.</p> <p>Payment shall be made by RTGS/account payee bank demand draft/banker's cheque, as the case may be. Expenses on this account, if any, shall be borne by the firm.</p> <p>No advance payments towards cost of goods will be made to the bidder. All bills/invoices should be raised in triplicate and as per the applicable rules in the name of the authority concerned.</p> <p>(i) If at any time during the period of contract, the price of bid goods 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</p>

		<p>bound to inform M.D., RMSCL, Jaipur immediately about it. Purchasing authority shall be 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.</p> <p>(ii) In case of any enhancement in GST due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional GST so levied will be allowed to be charged extra as a separate goods without any change in the basic price structure of the goods approved under the bid. For claiming the additional cost on account of the increase in GST, the bidder should produce a letter from the concerned authorities for having paid additional tax 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 GST of goods, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of tax will be deducted without any change in the basic price structure of the goods approved under the bidder.</p> <p>(iii) In case successful bidder has been enjoying GST exemption on any criteria, such bidder will not be allowed to claim GST at later point of time during the tenure of contract, if the GST become chargeable on goods manufactured due to any reason.</p> <p>(iv) If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made as decided by M.D. RMSCL.</p>
50	Liquidated damages & Penalty	<p>The time specified for delivery in the bid 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.</p> <p>In case of extension in the delivery period with liquidated damages, recovery of L.D. shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :-</p> <ol style="list-style-type: none"> Delay up to one- fourth period of the prescribed Delivery Period – 2.5% Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5% Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period – 7.5% Delay exceeding three- fourth of the prescribed period -10% <p>Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.</p> <p>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 M.D. RMSC Ltd., Jaipur, for the same immediately on occurrence of the hindrances 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 be released by purchase officer after sanction of extension in delivery period.</p> <p>(i) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage.</p> <p>(ii) If the bidder is unable to complete the supply within the</p>

		<p>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 at his cost and risk, with 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.</p> <p>(iii) 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 corporation/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 supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the goods on risk purchase provision at the expiry of the prescribed supply period.</p> <p>(iv) In the situation where the supplier fails to supply the goods even in the additional period equal to the originally stipulated period and delay can be attributed to the supplier an additional penalty of 10% shall be levied (if PO is extended).</p>
51	Medical colleges and their attached hospitals	<p>The consignee for supplies may be M.D. RMSC or a medical institution in the state such as M.D., NHM, Director (PH/ RCH/ HA/ IEC/ Aids/ ESI), Principals of medical colleges, Superintendents of attached hospitals/ Officer in charge, C.D. Store, Sethi Colony, Jaipur/CM&HO /PMO/CHC/PHC/DPC of DDW etc. or their equivalent or as mentioned in the purchase order.</p> <p>The funds shall be transferred to RMSC with indent form and supply orders will be placed by RMSC to suppliers.</p>
52	Recoveries	<p>i. Recoveries of liquidated damages, short supplies, breakage, rejected goods shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the corporation. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.</p> <p>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 bid after accounting for untied sum or due payment 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.</p>
53	Inspection	<p>i. The goods under procurement shall be according to Technical specifications mentioned in Section: VIII of bidding documents and shall be inspected by the agency/ committee as mentioned in the supply order or amended thereafter by competent authority. In</p>

		<p>case of BIS goods, inspection shall be strictly as per relevant BIS specifications with latest amendments that have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the goods may be done by any Inspecting Agency/ Committee of experts at the site of the manufacturer or at site of installation. The supplier shall provide all facilities for inspection/testing free of cost.</p> <p>ii. Notwithstanding the fact that the authorized inspecting agency had inspected and/ or has approved the stores/goods, the procurement officer or his authorized expert/ doctor/ designated person shall inspect the goods as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in contract/ agreement.</p> <p>iii. In case of doubts in inspection/ test, same may be got inspected or tested in any NABL accredited laboratory. If the goods are found defective and not as per specifications, consignee will not accept the material and shall inform the RMSCL within 3 days. Consignee may also simultaneously ask the firm for removal of defect/ replacement. The firm shall be bound to remove the defect or replace the defective goods within 15 days of receipt of intimation from the consignee. However, in case of defective goods, the date on which the consignee accepts the goods after replacement of defective goods/ removal of defects shall be taken as date of delivery. Wherever defective goods are replaced, the inspection/ testing charges, if any, shall be borne by the supplier.</p> <p>iv. If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted/ retained by the firm/supplier at the time of technical approval.</p> <p>v. In case of imported goods, the supplier shall ensure that the goods are inspected by the third party inspecting agency before being dispatched to the consignee. In case any un-inspected goods are found in the goods received by the consignee, the firm shall be solely responsible for it and the corporation shall be free to take suitable necessary action against the firm as per terms and conditions of bid document/ agreement. RMSCL may direct to have pre dispatch inspection of goods being supplied. The supplier shall make prior intimation to RMSCL/ consignee/BME concerned about the dispatch of supply.</p>
54	Packing & insurance	<p>i. The goods 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 corporation shall not be required to pay any such charges, if incurred.</p> <p>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 goods in good condition to the Procurement Officer's store. In the event of any loss, damage, breakage or leakage or any shortage, the firm shall be liable to compensate such loss and shortage found at destination after the Checking/inspection of material by the consignee. No extra cost on such account shall</p>

		<p>be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.</p> <p>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.</p> <p>iv. Packing specifications:</p> <p>a. All corrugated boxes should be of 'A' grade paper i.e., virgin.</p> <p>b. All goods should be packed in first hand (new) boxes only.</p> <p>c. Flute: The corrugated boxes should be of narrow flute.</p> <p>d. Joint: Every box should be preferably single joint and not more than two joints.</p> <p>e. Stitching: Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.</p> <p>f. Flap: The flaps should uniformly meet but should not overlap each other. The flap when turned by 45-60° should not crack.</p> <p>g. Tape: Every box should be sealed with gum tape running along the top and lower opening.</p> <p>h. Carry Strap: Every box should be strapped with two parallel nylon carry straps (they should intersect).</p> <p>i. Label: Every corrugated box should carry a large outer label at least 15cms. 10cms dimension clearly indicating that the product is for "Rajasthan Govt. Supply - Not For Sale" and it should carry the correct technical name, strength or the other mandatory details of product viz., date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted in Enclosure II to Annexure-VI of this document.</p> <p>j. Other: No box should contain mixed products or mixed batches of the same product.</p>
55	Rejection	<p>i. Goods not as per specification/ or not approved shall be rejected by the corporation/consignee and will have to be replaced by the supplier firm at its own cost within 15 days or as time limit fixed by the corporation.</p> <p>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 goods 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 goods supplied are not found as per specification or declared sub-standard/spurious, that 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.</p> <p>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 goods will be reduced suitably. In cases where goods 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.</p> <p>iv. The rejected goods must be removed by the firm, within 15 days of</p>

		<p>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.</p> <p>v. No payment shall be made for defective/incorrect goods. However, if payment has been made, then defective goods 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 goods without prior replacement (provided firm has performance Security) Joint inspection of defective goods may be carried out as required by the corporation. However sample of ISI marked goods found defective shall be kept by consignee for reference to BIS.</p> <p>vi. In case firm wants to take back goods to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification.</p> <p>vii. The bidder shall be responsible for the proper packing and delivery of the goods to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the bidder shall be responsible. No extra cost on such account shall be admissible.</p>
56	Correction of arithmetic errors	<p>Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <p>a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.</p> <p>c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (i) and (ii) above.</p> <p>d. If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.</p>
57	Procuring entity's right to vary quantity	<p>The quantity of equipment originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.</p> <p>If the RMSCL procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.</p> <p>If the bidder fails to supply, the RMSCL shall be free to arrange/procure the goods and the extra cost incurred shall be recovered from the supplier.</p> <p>Repeat orders as per Rule 73(2) of the RTPP Rules 2013 may be placed and the supplier shall be bound to execute the order.</p>

58	<p>Dividing quantities among more than one bidder</p>	<p>As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted as described in rule 29(f) and 74 of RTPP rules, 2013.</p>
59	<p>Parallel rate contract (PRC)</p>	<p>In pursuance of Rule 29(f) of RTPP rules, 2013 :</p> <ol style="list-style-type: none"> i. The corporation may also execute parallel rate contract to with more than one firm for goods under procurement, on the lowest approved rates on the same terms & conditions, if the original lowest one is not in a position to supply goods as per corporation's requirements. ii. To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to approve more than one supplier to supply the requirement among the qualified Bidders. iii. Orders will be first placed with lowest-1 (L-1) firm. However in case of any exigency at the discretion of the Bid 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 as per the RMSCL policy. iv. After the conclusion of financial 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 goods for which the bid has been invited. v. The bidder who has been declared as L-1 supplier for certain goods shall execute necessary agreement for the supply of the required quantity of such goods on depositing the required amount of performance security; and on execution of the agreement such bidder is eligible for the placement of supply orders. vi. RMSC will inform the L-1 rate to the bidders who had qualified for financial bid (Cover-B) opening, inviting their consent to match with the L-1 rate for the goods/goods quoted by them and the bidders who agree to match L-1 rate, will be considered as Matched L-1. vii. The bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, GST etc.) of rates (L-1 rate). viii. The supplier, on receipt of the supply orders deems that the purchase orders exceeds the production capacity declared in the bid documents and the delay would occur in executing the order, shall inform the RMSC immediately without loss of time and the supply 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. ix. If the L-1 supplier has failed to supply/ intimated RMSC about his inability/ delay in supply as per the supply order, the required goods within the stipulated time or as the case may be, RMSC may also place purchase orders with the Matched L-1 bidders for

		<p>purchase of the goods provided such matched L-1 bidders shall execute necessary agreement indicating the production capacity as specified in the bid document on depositing the required amount. Such bidder is eligible for the placement of purchase orders for the goods quoted by them.</p> <p>x. 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 goods 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. As per the decided policy.</p> <p>The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the bid and all provisions of the bid document applicable to L-1 rate bidder will apply <i>mutatis mutandis</i> to the matched L-1 supplier.</p> <p>xi. If the supplier fails to supply the goods 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 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.</p> <p>xii. Parallel rate contract may be concluded as described above during any time/ currency of rate contract subject to matching of L-1 rates, price fall clause and on same terms & conditions.</p>
60	Validity of Bid	Bids shall be valid for a period of 120 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid security shall not be forfeited.
61	Price escalation	Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the purchases made under this bid or agreement. However, the provisions provided for tax variations are exclusive to this clause.
62	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.
63	Comprehensive Maintenance Contract (CMC)	If required, Bidder shall execute a CMC with the RMSC/Consignee/Approved service provider of RMSC as described in BF-9 and GCC clause no. 5. The rates for maintenance shall be applicable as quoted in [BF-4, (BOQ)]. CMC will only commence after the Guarantee/Warranty period and on a written request made by the concerned procurement officer/user medical institutions to the firm. The firm shall abide itself by the terms & conditions of CMC.

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Grievance Redressal during procurement process

- i. The designation and address of the First Appellate Authority is MD, NHM, Department of Medical & Health, D-Block, Swasthya Bhawan, or as decided by the Govt. of Rajasthan.
- ii. The designation and address of the Second Appellate Authority is ACS/ Principal Secretary/Secretary, Medical, Health & Family Welfare Dept., Govt. of Rajasthan, Secretariat, Jaipur or as decided by the Govt. of Rajasthan.

Filling an appeal

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the act or the rules or the guidelines issued there under, he may file an appeal to first appellate authority, as specified in the bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

- a. Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.
 - The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
 - If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

b. Appeal not to lie in certain cases

- a. **No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-**
 - Determination of need of procurement;
 - Provision limiting participation of Bidders in the Bid process;
 - The decision of whether or not to enter into negotiations;
 - Cancellation of a procurement process;
 - Applicability of the provisions of confidentiality.

c. Form of Appeal


- An appeal under Para (iii) or (iv) above shall be in the Form (Annexure- A) along with as many copies as there are respondents in the appeal.
- Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- Every appeal may be presented to first appellate authority or

		<p>second appellate authority, as the case may be, in person or through registered post or authorized representative.</p> <p>d. Fee for filling appeal</p> <ul style="list-style-type: none"> • Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable. • The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned. <p>Procedure for disposal of appeal</p> <ul style="list-style-type: none"> • The first appellate authority or second appellate authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing. • On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall,- • Hear all the parties to appeal present before him; and • Peruse or inspect documents, relevant records or copies thereof relating to the matter. <p>After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.</p> <p>The order passed under sub-clause I above shall be placed on the State Public procurement Portal.</p>
65	<p>Compliance with the code of integrity and conflict of Interest</p>	<ul style="list-style-type: none"> i. Any person participating in a procurement process shall- <ul style="list-style-type: none"> a. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; b. Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; c. Not indulge in any collusion, Bid rigging or any-competitive behavior to impair the transparency, fairness and progress of the procurement process; d. Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; e. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process; f. Not obstruct any investigation or audit of a procurement process; ii. Disclose conflict of interest, if any; and <ul style="list-style-type: none"> a. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity <p>Conflict of Interest:-</p> <p>The Bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered to be in conflict</p>

		<p>of interest with one or more parties in bidding process if, including but not limited to:</p> <ol style="list-style-type: none"> Have controlling partners/shareholders in common; or Receive or have received any direct or indirect subsidy from any of them; or Have the same legal representative for purposes of the Bid; or Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract
66	Dispute settlement mechanism	<p>If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the M.D, Corporation who will appoint his senior most deputy [ED,(P)] as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (Corporation or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.</p>
67	Past performance of the Bidder	<p>The bidder should submit self attested copies of purchase orders, invoices, satisfactorily installed/ commissioned reports (indicating the quantity) in verification of information submitted in BF-7.</p> <p>The merger/amalgamation/transfer of business/transfer of assets etc. of a firm affects the bid condition relating to 'Past Performance' and 'Turn Over ' in preceding years. In cases where bidder acquires an on going business or assets of another entity, eligibility in respect of the past performance and condition relating to minimum turn over in preceding years shall be decided based on specific mention in purchase and transfer of ownership agreement/agreement of sale of business and/or its assets/B.O.D. resolution/C.A. certification or any other document (s) in this regard, which the bidder shall have to submit preferably with the bid. The eligibility of a bidder in this regard shall be ascertained by the purchase committee on the basis of the above stated agreement or any other document (s) and the decision of purchase committee shall be final.</p>
68	Clarification of Technical or Financial Bids	<p>To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.</p> <ol style="list-style-type: none"> Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical

		<p>errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.</p> <p>iii. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.</p>
69	Deviations, Reservations and Omissions in Technical or Financial Bids	<p>During the evaluation of Technical or Financial Bids, the following definitions shall apply:</p> <p>i. "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
70	Nonmaterial Nonconformities in Technical or Financial Bids	<p>Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.</p> <p>i. Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
71	Communication	<p>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 directly by correspondence or by personal contact.</p>
72	Other Disqualifications	<p>i. Direct or indirect canvassing on the part of bidders or their representative shall disqualify their bids.</p> <p>ii. Supplier may be disqualified, banned or suspended from business during the contract, if :-</p> <p>a. Fails to execute a contract or fails to execute it satisfactorily ;</p> <p>b. No longer has the technical staff or equipment considered necessary;</p> <p>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;</p> <p>d. The firm is suspected to be doubtful loyalty to state.</p> <p>The State Bureau of Investigation (SBI) or any other investigating agency recommends such a course in respect of a case under investigation.</p> <p>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.</p>
73	Anonymous Complaint	<p>Any complaints received against the Corporation/officials of the corporation will be treated as anonymous complaint and shall not be considered until and unless it is made on bidder's letter head containing specific points and bears the signature of the bidder or the authority higher than the bid signatory of the firm.</p>

74	False Information	If any certificate/documents/information submitted by the bidder is found to be false/ forged/ fabricated/ vexatious or frivolous or malicious appeals or complaints etc. Then bidder shall be liable for appropriate legal action/as per provisions of Act & Rules, along with disqualification, banning, suspension etc. For limited or unlimited period. Bidders are required to submit desired information (if any) based on the facts. If the furnished information by the firm is found to be misleading or not based on facts, disciplinary action against the firm may be taken as to banning concerned goods/goods for certain or uncertain period.
75	Procuring Entity's Right	The Corporation reserves the right to accept any bid not necessarily the lowest. Corporation may reject any bid without assigning any reasons and accept bid for all or anyone or more of the goods for which bidder has been given or distribute goods of stores to more than one firm/supplier.
76	Conditional Bid	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
77	Signing of Bid	The bidder must sign all the pages of bid document at the below of terms & conditions agreeing to abide by all conditions of the bid and accept them in totality. The Signing of BF-2 shall be treated as acceptance all the terms and conditions of the bid document.
78	Jurisdiction	All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in Jaipur only.


Executive Director (EPM)
RMSCL, Jaipur

Rajasthan Medical Services Corporation Limited (RMSCL)

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SECTION III: Bidding Forms

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	Schedule of comprehensive maintenance contract charges/rates (BF-9&10)	
	Bid Security Declaration(BF-3)	
	Declaration regarding manufacturer/ direct importer (BF-12)	
	Authorisation from principal manufacturer (BF-13)	
	Authorisation of bidder by the firm to bid (BF-14)	
	Purchase Preference Certificate for MSME of Rajasthan , Form-A (BF-15)	
	Declaration regarding Bonafide dealer (BF-16)	
	Contract completion Report (BF-17)	
	Memorandum of Appeal under RTPPAct-2012 (Annexure-A)	

(To be submitted on firm's letter head)
Technical Bid Submission Letter (Cover A)

NIB No.:

To: Managing Director
 Rajasthan Medical Services Corporation Limited
 D-Block, SwasthyaBhawan, TilakMarg
 C-Scheme, Jaipur (Rajasthan) Pin. 302005

I/We, the undersigned, declare that:

1. I/ We have read/examined and have no reservations to the bidding document of NIB no.....and all the corrigendum/amendment/modification/addendum etc. issued in reference to the above mentioned NIB.
2. I/We further declare and certify that as a bidder I/We do not disqualify to participate in the bid as per Rule 13(4) of RTPP Rules and amendment therein vide Notification dated January 01, 2021 (G.S.R. 237) and Order No F.2(1)FD/G&T-SPFC/2017, Jaipur dated 15-.1-20201 issued by Finance (G&T) Department, Govt. of Rajasthan. If this certificate given by me/us is found to be false, this would be a ground for immediate termination and further legal action against me/us in accordance with law even if my/our bid has been accepted.
3. I/ We offer to supply goods in conformity with the specifications, provisions of bidding document and in accordance with the delivery schedule specified in Section IV A, Schedule of Supply for the following goods and related services.....[Name the goods and Guarantee/Warranty period plus CMC etc.....].
4. I/ We ensure that Spare parts of quoted make and model shall be made available by us for a period of minimum 10 years (or life span of equipment) for repairing of equipment. After completion of Guarantee/Warranty period I/We and/ or OEM, shall be bound to supply spare parts, maintenance services and technical support for at least 10 years (or life span of equipment) to RMSCL/ any health institution of Rajasthan or to any such service provider firm/institution, appointed/hired/contracted by RMSCL/ Govt. of Rajasthan, for the Repair & Maintenance of Bio Medical Equipment/ Equipment installed in various health institution of Rajasthan. RMSCL shall be free to take Suitable action against I/We and/ or OEM, If I/We and/ or OEM fails to provide technical support as desired above.
5. My/ Our bid shall be valid for a period of 120 days from the date of technical bid opening in accordance with the bidding document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, bid validity may also be extended with mutual consent;
6. If my/ our bid is accepted, we commit to submit a performance security in the amount of 5/% or 2.5% (as applicable) of the contract price arrived at as per indicative quantity mentioned in bidding document. If the ordered quantity is subsequently increased, I/ We agree to pay additional performance security accordingly.
7. My/ Our firms, including any subcontractors (if allowed in bid) for any part of the contract, have nationalities from the eligible countries [clause 2(iii) of ITB].
8. I/ We are not participating, as bidders, in more than one bid in this bidding process, in the bid document;
9. My/ Our firm, its affiliates or subsidiaries, including any subcontractors has not been debarred by the State Government or the Procuring Entity;

10. I/ We understand that this bid, together with written acceptance thereof included in notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed [Rule 70(8) of RTPP Rules].
11. I/ We understand that RMSCL is not bound to accept the lowest evaluated bid or any other bid that it may receive;
12. I/ We agree to permit the M.D., RMSCL or his representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the M.D., RMSCL.
13. I/ We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this bid document in this procurement process and in execution of the contract.
14. My/ Our quoted goods(Name of goods).....fully comply with the technical specifications as per bidding document [Section VIII: Technical Specifications of the Goods to be procured under the Bid].

The prices of goods have been uploaded in online BOQ provided on website <https://eproc.rajasthan.gov.in> and the same have not been disclosed elsewhere in the bid. The uploaded financial bid has been checked, confirmed and found as per bid instructions. If it is found that I/We have disclosed the rates of the goods to be procured, other than BOQ, my/our bid may be cancelled.

- (1) The copy of challan or /DD/banker cheque as per clause 07 to 10 of BDS with respect to bid security, bid document fee and RISL processing fee are enclosed as detailed below:

S. No.	Detail of Fee	Name of Bank	DD/ BC/ Challan (or BG in case of Bid Security only) Number and date	Amount	Payable to
1	RISL Processing Fee				MD, RISL, Jaipur
2	Cost of Bid Document				MD, RMSCL, Jaipur

- (2) All the documents required to meet Financial Criteria (Part-A) and Documents and/ or Standard required to meet Technical Criteria (Part-B) of Qualification and Evaluation Criteria (QEC) [Section VI of bidding document], duly signed with seal have been uploaded on e-procurement portal along with this technical bid submission Letter.
- (3) I/ We understand that our bid is liable to be declared non responsive in case of any deficiency in fulfillment of above requirements on our part.

Our bank details are as under:

Name of bank & branch.....

Bank a/c type: Savings/ current/ over draft/.....

Bank a/c number.....

Bank branch MICR Code.....

IFSC code.....

PAN

GST No.....

Contact person's name & Mobile Number

[Please upload a copy of bank/ cancelled cheque to confirm above bank details]

15. I/ We represented by its proprietor/managing partner/managing director having its registered office at and its factory premises at do declare that I/we have carefully read all the conditions of bid no.including all

the amendments in..... ref.for supply cum rate contract of.....
(goods name)for Rajasthan Medical Services Corporation Ltd. for the rate contract period
and accept all conditions of bid including amendments, if any. I/We agree that the M.D.
RMSCL, Jaipur may forfeit bid security and or performance security and debar me/us for a
period specifying in orders, if any information/document furnished by me is proved to be
false/fabricated at the time of inspection and not complying with the terms and conditions
of the bid document as presented in bid, QEC/GCC/SCC/BDS/NIB/Bidding forms and
other relevant documents.

16. In relation to my /our bid submitted to Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, C-Scheme, Jaipur-302005 for procurement of(name of goods)in response to Notice Inviting Bid No.....I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:
- (i) I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity;
- (ii) I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in bid document;
17. I/ We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my /our business activities suspended and not subjected of legal proceedings for any of the foregoing reasons;
18. I/ We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
19. I/ We do not have a conflict of interest as specified in the act, rules and the bid document, which materially affects fair competition;

Name/address.....

In the capacity or.....(Designation).....

Signed.....

Duly authorized to sign the bid for and on behalf of.....(Name of firm).....

Date.....

Tel:.....Fax:.....e-mail:.....

Form of Bid-Security Declaration

(On Non Judicial Stamp Paper of Rs.50/- issued from Rajasthan State duly Notarized by Notary Public)

Bid No./Alternative Bid No. :

To:

Managing Director
Rajasthan Medical Services Corporation Limited
D-Block, SwasthyaBhawan, TilakMarg
C-Scheme, Jaipur (Rajasthan) Pin. 302005

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of the Bid, in the following cases, namely:-

- (a) When I/we withdraw or modify our bid after opening of bids;
- (b) When I/we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) When I/we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) When I/we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) If I/we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

I/We understand this Bid Securing Declaration shall expire if:-

- (i) I/we are not the successful Bidder;
- (ii) The execution of agreement for procurement and performance security is furnished by me/us in case I/we are successful bidder;
- (iii) Thirty days after the expiration of my/our Bid.
- (iv) The cancellation of the procurement process; or
- (v) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid,]

NIB No. - 651

For reference purpose only

Financial bid for Quoted Goods

S. N.	Name of goods under procurement	Brand/Make & Model	Approx qty.	Unit(Packaging Size)	Net rate per Unit (Rs.)	Rate of SGST (%)	Rate of CGST (%)	Rate of IGST (%)	Rate of GST as applicable	Amount of GST as applicable	Total amount In Rs. (6+11)
1	2	3	4	5	6	7	8	9	10	11	12
1	Table Top Tube Sealer		20	Each	Do not quote rates here.						
2	Dielectric Tube Sealer, Handheld (Portable)		20	Each							
Rates shall only be filled in BOQ https://eproc.rajasthan.gov.in											

Date

Signature

Name in capitals
Company /Firm seal

Note: -

1. The Bidder should quote the rates (as per packing units mentioned in the bid/ BoQ) in the BOQ provided online, any deviation in quoting rates may lead to rejection of the financial bid.
2. Rates of SGST, CGST & IGST in %, should be shown separately for further reference.
3. No quantity or cash discounts should be offered.
4. The L-1 bidder will be decided on the basis of Base rate per unit quoted in online BOQ for each goods.

Production Capacity Declaration and Undertaking*(On non judicial stamp paper worth Rs. 200/- and Notarized by notary public*

1. I/ We..... (Name of firm).....do hereby declare that we have installed manufacturing capacity of quoted goods in specified units in the bid as detailed below:

S. No.	Quoted goods details & code no.	Monthly capacity in all shifts (in nos.)	Annual production capacity (in nos.)	Monthly supply commitment to RMSC (in nos.)	Annual supply commitment to RMSC (in nos.)
1	2	3	4	5	6
1					
2					

2. I/ We do hereby undertake that I/We shall provide further details/documents to establish the production capacity, if required by the RMSCL.
3. I/ We certify that the quoted model (of quoted goods) is of latest technology and is not out-dated.
4. I/ We certify that the rates (of quoted goods) are reasonable and these goods are not sold anywhere on rates lower than rates quoted to RMSCL/ approved by RMSCL. I/We agree that this clause and/ or price fall clause shall also be applicable during the currency of the contract.
5. I/ We ensure that Spare parts of quoted make and model shall be made available by us for a period of minimum 10 years (or life span of equipment) for repairing of equipment. After completion of Guarantee/Warranty period I/We and/ or OEM, shall be bound to supply spare parts, maintenance services and technical support for at least 10 years (or life span of equipment) to RMSCL/ any health institution of Rajasthan or to any such service provider firm/institution, appointed/hired/contracted by RMSCL/ Govt. of Rajasthan, for the Repair & Maintenance of Bio Medical Equipment/Equipment installed in various health institution of Rajasthan.
6. I/ We do hereby accept condition of comprehensive Guarantee/Warranty period with spare parts of each quoted goods as per terms & condition or technical specifications. From the date of installation/ demonstration/commissioning. Whichever is later.

7. I/ We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any State Govt. or any procuring Entity, from participation in bidding.

OR

I/ We do hereby declare that our company/firm has been black listed/banned/debarred by..... (Name, address of Govt./Deptt./State) and detailed information is as given below:

- (i.) Cause of black listing/banning/debarring.
- (ii.) For which goods.....
- (iii.) Period of black listing/banning/debarring.
- (iv.) Latest status of black listing/banning/debarring.

1. I/ We hereby confirm that we have deposited all the GST as on dated with the concerned authority/department. No GST is due on the firm as on dated

Place :

Date :

Signature of Authorized Signatory

Name and Signature of Bidder
Designation with seal

(On CA's Letter head)
Annual Turn Over Statement
 [Ref. Section-VI-QEC]

The average gross annual turnover of M/s..... (Name of Firm)..... and address for the last audited preceding three financial years are given below and certified that the statement is true and correct as per the book of records of the abovementioned firm:-

S. No.	Financial Year	Turnover in Lakhs (Rs)
1.	2018-19	-
2.	2019-20	-
3.	2021-22	-
Total		- Rs. _____ Lakhs

Average gross annual turnover - Rs. _____ Lakhs

Note:- Turn over for the year 2017-18 may also be considered, if the accounts are unaudited for the FY 2021-22. Registration no. of C.A. shall be mentioned.

Date

Signature of the bidder

Signature of auditor/seal

Chartered Accountant
 (Name & Address.)

Tel. no.

Mob. No.

(On firm's letter head)

Statement of past supplies and performance

I/We..... (Name of firm.....) do hereby certify that we have supplied ----- (Name of equipment.....) as per details given below:-

Details of Purchasers	Order No. and date	Description and quantity of ordered goods	Date of completion of delivery	Page No.	Installation report attached (Yes/No)
Total					

Note:

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.
2. Bidder should have supplied, installed and commissioned (if required) at least 10% of the indicative quantity of the good under procurement in last 36 months.
3. The different variants of the good under procurement shall be considered, e.g. ECG machines of different types viz., A and B which further come under three variant types viz. aa, bb, and cc respectively. If a bidder furnishes documents establishing supply of any type of ECG machine of any type/ variant, it shall be considered as a valid past experience.
4. In case of supply of imported goods, the suppliers may be asked to furnish a certificate and other information to the effect that the firm has completed all the formalities including bill of entries in customs department in connection with import of the goods in question.
5. The reports of supplied and installed equipment and self attested copies of purchase orders, invoices, supplied goods and installation reports (inclusive of quantity) should be submitted, (if applicable).

Place :

Signature of bidder with seal

Date :

Format of affidavit for EM-II*(On Non Judicial Stamp Paper of Rs.50/-duly Notarized by Notary Public)*

I/We.....(Name).....S/o.....(Name).....aged...
 yrs..... residing at(Address)..... proprietor/partner/authorized
 director of M/s do hereby solemnly affirm and declare that:

- (a) My/Our above noted enterprise M/s(Name of Firm).....has been
 issued acknowledgement of Entrepreneurial Memorandum Part-II by the District
 Industries Centre.....(Name & Address with District & State).....
 The acknowledgement No. is datedand has been issued for
 Manufacture of following goods.
- (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 goods.
- (c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped
 to manufacture the above noted goods.

Place.....

Date.....

Signature of proprietor/ director
 Authorized signatory with rubber
 Stamp and date

Guarantee/Warranty and Comprehensive Maintenance Contract (C.M.C) If applicable
(Non – judicial stamp paper of Rs.200/- duly Notarized by Notary Public)

1. **This Comprehensive Maintenance Contract (CMC) is made onat Jaipur by and between:**

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

AND

Managing Director, Rajasthan Medical Services Corporation Limited, Jaipur or his designated officer's (hereinafter referred to as the "procuring officer" (means user of equipment/consignee/in-charge officer of medical institution/approved service provider of RMSCL) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns):

WHEREAS:

- A. The details of the goods under this CMC are as under:
 - (i).....
 - (ii).....
 - (iii).....
- B. M/s.....*(Name of firm/company)*..... is inter alia, engaged in the business of marketing of goods manufactured by..... *(Name of firm/company)*..... in India and it also provides maintenance service for goods in India;
- C. The consignee/procuring officer has asked to provide service and maintenance of goods installed in its premises and*(Name of firm/company)*..... has agreed to provide the services (as defined in Clause 3 below), subject to terms as contained in this agreement.

Now therefore, in consideration of mutual promises and covenants and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the parties, the parties execute this contract follows:

Commencement:- CMC will only be commencing after the completion of Guarantee/Warranty period and a written request by concerned RMSC/procuring officer or his authorized officer to the firm. The RMSC/concerned consignee shall ensure the availability of funds and shall also examine the CMC necessity for a particular goods.

- 2. Duration, extension and termination of this agreement:
 - (i) This C.M.C. is the supplementary part of original agreement (rate contract) no..... of the goods.
 - (ii) The validity period of this C.M.C. is for (..... years) as specified in bid document which starts from the next day of completion of Guarantee/Warranty period of rate contract referred in clause first above. The C.M.C. starts from the end of Guarantee/Warranty..... day of year and shall end on the date However, CMC may be extended for further two years by mutual consent subject to the same terms & conditions.

(iii) The Security deposited shall be refunded as per clause 12 of original Agreement R.C. No. ----
----- subject to that :-

- (a) The 25% of total deposited performance security amount shall be withheld against the security of this (CMC) agreement.
- (b) If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described under clause-8 or any other recovery from security deposit.

The consignee/procuring officer may terminate this contract during the term of this contract, at any time as he considers appropriate in the interest of corporation/department. No compensation shall be paid to said firm for termination.

3. **Scope of this contract and services to be rendered under this contract by.....**
(Name of firm/company).....:

- (a) Onsite & service centre labour for carrying out preventive maintenance and repairs.
- (b) All parts require replacement shall be supplied to the consignee by the
(Name of firm/company)under this agreement at no additional cost, during CMC period.
- (c) Safety and software updates for features that were originally purchased and forming part of the equipment during commencement of this contract.
- (d) Routine cleaning, lubrication, replacement of 'o' rings gaskets etc. for all mechanical instruments.
- (e) Routine cleaning & calibration of electronic equipment.
- (f) Spare parts beyond clause no. 6 are included in the CMC offer and will not be charged extra.
- (g) Firms offering conditions:-

• Response time	< 48 Hours after first contact
• Service hours	Mon-Sat (hospital working hours)
• Preventive Maintenance (PM)** and Calibration (if applicable) (per year)	As prescribed norms
• Parts for Preventive maintenance	All, as per requirement
• Up time	95% (346 Days)
• Breakdown	All
• Technical & Application Support Session	As required
• Demonstrations & Trainings	As & when required
Note:** PM Includes quality assurance, safety checks and calibration	

(h) Contact details of service providing firm:

Full address:

Email ID:

Hotline:

Service portal:

Toll free number:

(i) **Exclusions of service under this contract:**

- (a) Damages caused by or arising out of or aggravated by fire caused by sources external to the equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations, (whether war be declared or not), civil war, revolution, insurrection, mutiny, labour unrest, lockout, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.
- (b) Any work external to the equipment covered under this contract.

- (c) This contract does not cover hardware upgrade of any kind.
- (d) All consumables as per bid documents as per as clause- 5.
- (e) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during Guarantee/Warranty and CAC period.
- (f) Training for the quoted equipment/machine, if required, will be provided by the firm without any additional charges.

(ii) Limitations of services under this contract:

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

4. Care for the equipment:

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

5. Price:

- (i) In consideration of..... (Name of firm/ company)..... providing the services (as set out in Clause 2 above), the M.D., RMSC/ E.D. (EPM), RMSC/Purchase officer/Consignee/approved service provider shall pay to..... (Name of Firm/ Company)..... Maintenance Contract charges (hereinafter the "CMC Charges") for the equipment set out in BF-13, annexed to this Agreement.
- (ii) The CMC Charges specified above is inclusive of all taxes, levies, impositions, cess etc. as may be applicable on the services rendered by..... (name of firm/company).....to the consignee. If any fresh taxes, levies impositions, cess is levied and changed by the appropriate governmental authority during the term of this contract; the variation shall be borne by the procuring officer.
- (iii) All the defective parts/goods shall become the property of..... (Name of Firm/Company)..... on replacement of parts and have to be returned to..... (Name of Firm/Company).....by the procuring officer/consignee only if same are replaced without charges.
- (iv) No price escalation will be applicable.

6. List and rates consumables:

The (Name & brand of equipment) has the requirement of following reagents, consumables & spares without which this equipment cannot be made operational/ functional. All the spares, reagents, chemicals and consumables are covered under comprehensive maintenance contract except given below:-

The list of reagents & chemicals:-

S.N.	Name of reagents & chemicals	Packaging unit	Price in Rupees per unit	Remark
1				
2				
3				
So on				

The list of consumables:-

S. N.	Name of consumable	Packaging unit	Price in Rupees per unit	Remark
1				
2				
3				
So on				

The list of spare parts :-

S. N.	Name of spare part of equipment	Packaging unit	Price in Rupees per unit	Remark
1				
2				
3				
So on				

The prices of consumables may vary from time to time, therefore, above prices are not being fixed by RMSCL with this contract. A committee of three members comprising hospital In charge, specialist and the senior most accounts person of that institution will decide the reasonability of rates of reagents, consumables & spares by negotiation with the firm.

7. Payment terms:

The RMSC/procuring officer/consignee shall make 50% advance payment of annual maintenance charges after completion of each six month of satisfactory service by way of demand draft/account payee cheque in favour of service providing firm. The remittance charges shall be borne by the firm. The consignee shall ensure that maintenance and repair are satisfactory during last half yearly period before further advancing CMC charges to firm.

8. Liquidated damages:

(i) The Supplier/ service providing firm shall be liable to pay a penalty of rupees five hundred only per day (**varies from equipment to equipment**) if the firm didn't respond after 48 hours from the time of receiving first complaint. The complaint may be sent to firm by way of telephone/ fax/ letter or e-mail. The amount of L.D. will be directly deducted from the performance security of the firm at the time of refund or before by way of any adjustment order.

(ii) During breakdown of equipment/machine firm will depute the engineer for immediate rectification of defect within 48 hours positively otherwise equipment may be got repaired on the risk & cost of firm.

9. Assistance for providing service:

The procuring officer shall give..... (Name of firm/company)..... full access to the equipment to enable..... (Name of firm/company)..... to provide service, make available to the

representative of..... (Name of firm/company).....appropriate procuring officer staff who are familiar with the procuring officer work and provide suitable working space and facilities.

10. **Location & location change:**

The location and place of installation shall be decided by the appropriate authority of Corporation. The consignee may transport/shift any equipment or part thereof without the express consent of..... (Name of firm/company)..... and asked for maintenance of equipment without any additional cost.

11. **Indemnification:**

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

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

12. **Dispute resolution committee:**

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

13. **Jurisdiction:**

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

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

Signed on behalf of the

Signed on behalf of the

Signed-----
(Authorized signatory)

Signed -----
(Authorized signatory)

Name _____
(Capitals)

Name _____
(Capitals)

Designation: _____
Rubber stamp

Designation: _____
Rubber stamp

Witness-1

Witness-1

Witness-2

Witness-2

Comprehensive Maintenance Contract Charges/Rates*(Rates to be uploaded along with online BOQ (BF-4))***(Amount in Rs.)**

S. No.	Years (After completion of Guarantee/Warranty period)	Including all charges except GST and other taxes	
		In figures	In words
1	Ist Year	Note-Don't write rates here	Note-Don't write rates here
2	IInd Year		
3	IIIrd Year		
4	IVth Year		
5	Vth Year		

Note: Rates should not be quoted here.

Signature with seal
Authorized signatory of firm

Signature with seal
Authorized signatory of corporation

Affidavit regarding appointing Representative for Demonstration

(ITB 19(iii) &GCC Clause No. 44)

(On Non Judicial Stamp Paper of Rs.50/-and duly Notarized by Notary public)

I/We.....(Name).....S/o.....(Name).....aged..... years..... residing at:(Address).....,proprietor/partner/authorized director of M/s do hereby solemnly affirm and declare that:

- (a) My/Our Firm enterprise M/s(Name of the Firm).....is participating as a bidder in the NIB No..... Dated....., issued by RMSCL for the following goods:
 - (i).....
 - (ii).....
 - (iii).....
- (b) I/We do hereby authorize Mr.....[Name of Employee] S/O Mr....., Aged.....Years, presently working as.....[Designation of the Post of Person/Employee held at present]....., **whose photo & signature appended below and duly attested by me**, to represent the firm in the demonstration of the goods and to respond to the queries raised by the TC during the demonstration of the samples of the goods proposed to be supplied, if our firm found successful bidder in the above said NIB.
- (c) I/We do hereby authorize Mr.....[Name of Employee] S/O Mr....., to take all kinds of decisions regarding demonstration of our goods/products during the demonstration and to sign the Demonstration Report (DR) finalised by the Technical Committee (TC) on behalf of our firm.
- (d) I/We do hereby declare and affirm that decision taken by our above named authorized representative, shall be acceptable and binding to our firm.
- (e) I/we understand that our bid is liable to be declared non responsive in case of above mentioned representative failed to comply the provisions of ITB -19(iii) & clause 44 of GCC.

Signature of proprietor/ director
authorized signatory with rubber
stamp and date

Photo & Signature of appointed Representative

Place.....

Date.....

Declaration by Manufacturer/Direct Importer

(To be submitted on letter head of firm)

		Yes/No
The firm is bidding as: (Please tick the applicable box)	Manufacturer	
	Importer	
	Authorized Dealers	
	Authorized Distributors	

Date:

NIB No.

I/ We a legally constituted firm/body..... *(Name of firm/company with address)*..... and represented by Mr..... *(Name of bidder/sole proprietor/CMD/chairman)*..... declare that I am/ we are **manufacturers/direct importer** in the goods and related services for which I/We have submitted the bid. I/We also declare that the **manufactured goods/imported goods** are not of refurbished nature and the production of quoted model has not being discontinued by the firm.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our bid security/performance security may be forfeited in full and the bid if any to the extent accepted may be cancelled.

I/we further declare that the goods.....*(Name of goods)*is manufactured/imported at our premises at.....*(Address of factory & office)*.....

Signed.....

Name.....

In the capacity of.....

Duly authorized to sign the authorization for and on behalf of.....*(Name of sole proprietor /firm/company)*.....

Tel:

Fax:

E-mail:

Date:

Authorisation from principal manufacturer
(Applicable in case of direct importer/Bonafide Dealer only)
(To be submitted on the letter head of manufacturer)

The Managing Director
 Rajasthan Medical Services Corporation Limited
 D, Block, Swasthya Bhawan, Tilak Marg, C-Scheme
 Jaipur-302005, (Rajasthan)

Subject: Regarding authorisation for our products.

Ref.: Your NIB-.....Name of goods.....

Dear Sir,

I/ we..... (name).....for.....(Name of firm)..... who are proven and reputable manufacturers(Name of goods).....having factory at(Address of Factory and Office)..... hereby authorize..... (Name of bidder firm)..... in the capacity ofto submit the bid, process the same further and enter into a contract with you against your requirement as contained in the bid document of the above referred NIB for the above goods manufactured by us.

I/ we further confirm that no supplier or firm or individual other than.....(Name of Bidder Firm), is authorised to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred bid documents for the above goods manufactured by us.

I/we also hereby extend our full Guarantee/Warranty, CMC as applicable as per bid conditions of contract, read with modifications/addendum, if any, in the general/special conditions of contract for the goods and services offered for supply by the above firm against this bid document.

I/ We hereby confirm that the make and model offered/quoted in this bid is in production since.....and has neither been recalled by any authority nor has been discontinued in country of origin.

I/ we also hereby confirm that we shall also be responsible for the satisfactory execution of contract placed on the authorized firm.

This authorization shall be valid till the completion of the rate contract period and related services i.e. Guarantee/Warranty and comprehensive maintenance obligations etc., whichever is later and RMSCL can resort to legal remedies if this declaration is not complied with by us.

I/We also hereby confirm that we shall also responsible for supply of spare parts and consumables for the quoted make and model for minimum 10 years (or life span of equipment) for repairing of equipment. After completion of Guarantee/Warranty period I/We, shall be bound to supply spare parts, consumables, maintenance of services and technical support for at least 10 years (or life span of equipment) to RMSCL/ any health institution of Rajasthan or to any such service provider firm/institution, appointed/hired/contracted by RMSCL/ Govt. of Rajasthan, for the Repair & Maintenance of Bio Medical Equipment/ Equipment installed in various health institution of Rajasthan. I/We agree that RMSCL shall be free to take any Suitable action against us if I/We then as supplier and/ or OEM, fails to provide technical support as desired above.

I/We also hereby confirm that we shall be also responsible for supply of spare parts and consumables for duration of 10 years (or life span of equipment) from contract.

Yours faithfully,
 (Name & Signature).....
 verification and signature by bidder
 Seal and address of bidder

For Firm
 AUTHORISED SIGNATORY

Accepted by the authorized Bidder Mr.....(Signature, Name & Address).....

Authorisation of a person to submit bid by the firm
(On the letter head of firm)

The Managing Director
Rajasthan Medical Services Corporation Limited
D, Block, SwasthyaBhawan, TilakMarg, C-Scheme
Jaipur-302005, (Rajasthan)

Subject: Regarding authorisation of bidder by the Firm.
Ref.: Your NIB no. Name of goods.....

Dear Sir,

I/We.....(Name).....S/o.....(Name).....aged.....years.....
residing at(Address).....,proprietor/partner/authorized director of M/s
..... do hereby solemnly affirm and declare that:

My/Our Firm enterprise M/s(Name of the Firm).....is participating as a
bidder in the NIB No..... Dated....., issued by RMSCLfor the following goods:

- (i).....
- (ii).....
- (iii).....

I/ We do hereby authorize Mr.....[Name of Employee] S/O Mr....., Aged.....Years, presently
working as.....[Designation of the Post of Employee held at present]....., **whose photo &
signature appended below and duly attested by me**, to submit a bid, process the same further and enter
into a contract with you against your requirement as contained in the above referred bid documents for the
above goods manufactured by our firm.

I/ We also hereby extend our full Guarantee/Warrantee, CMC as applicable as per bid conditions of
contract, read with modifications/addendum, if any, in the general/special conditions of contract for the
goods and services offered for supply by the authorized bidder/signatory against this bid document.

I/ We also hereby confirm that we shall also be responsible for the satisfactory execution of contract placed
on the authorized firm.

This authorization shall be valid till the completion of the rate contract period and related services i.e.
Guarantee/Warrantee and comprehensive maintenance obligations etc., whichever is later.

Yours faithfully,

(Name & Signature of Chairman & CMD).....
For M/s.....
AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized person Mr..... (Signature, Name &
Address).....

Form A
(Apply in Duplicate)

Application to be submitted by MSME for purchase preference in procurement of goods

To,
The General Manager
DIC, District

1. Name of Applicant with Post:
2. Permanent Address:
3. Contact Details:
 - (a) Telephone No.:
 - (b) Mobile No.:
 - (c) Fax No.:
 - (d) Email Address:
4. Name of micro & small enterprise:
5. Office Address:
6. Address of work place:
7. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum: (enclose photo copy)
8. Products for which Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum availed:
9. Products for which are at present being produced by the enterprise:
10. Products for which price preference or purchase preference or both has been applied for:
11. Production capacity as per Capacity Assessment Certificate

(Enclose photocopy of Capacity Assessment Certificate)

S. No.	Product	Production Capacity	
		Quantity	Value

12. List of Plant & Machinery installed

S. No.	Name of Plant & Machinery	Quantity	Value

13. List of Testing Equipment installed

S. No.	Name of Testing Equipment	Quantity	Value

14. Benefits availed as per price preference certificate in last financial year and current financial year

A. Benefits depositing Bid Security and Performance Security:

Last Financial Year			Current Financial Year	
Department	Bid Security	Performance Security	Bid Security	Performance Security

B. Details of Supply orders received:

Last Financial Year				Current Financial Year		
Department	No. & Date of Purchase order	Amount for which purchase order received	Amount of goods supplied	No. & Date of Purchase order	Amount for which purchase order received	Amount of goods supplied

I declare that the above all facts given in the application are correct and my enterprise is producing the goods mentioned in column No. 10.

Date _____

Signature
(Name of the applicant
along with seal of post)

Office of the District Industries Centre _____

**CERTIFICATE
(See clause 10)**

File No. _____ Date _____

It is certified that M/s _____ was inspected by _____ on dated _____ and the facts mentioned by the enterprise are correct as per the record shown by the applicant. The enterprise is eligible for Price Preference or Purchase Preference or both under this notification. The certificate is valid for one year from the date of its issue.

Office Seal

Signature
(Full name of the officer)
General Manager
District Industries Centre
Rubber Seal/Stamp
Enclosure- (1) Application (2)

Declaration by Bidder participating as Bonafide Dealer**(if applicable/allowed in NIB)*****(On Non Judicial Stamp Paper of Rs.50/-duly Notarized by Notary Public)***

I/we declare that I am /we are bonafide wholesaler/ sole distributor/ authorized dealer/ sole selling/ marketing agent in the goods/ stores/ equipment/ goods for which I/we have bid. I/we further declare that the Manufacturing Firm has not authorized any other wholesaler/ sole distributor/ authorized dealer/ ~~sole~~ selling/ marketing agent to participate in this bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our bid security may be forfeited in full and the bid if any to the extent accepted may be cancelled.

Signature of bidder.....

Name:

Address:

Mobile No.....

E-mail address.....

(On firm's letter head)

Executive Director (EPM),
D-Block, SwasthyaBhawan,
TilakMarg, C-scheme, Jaipur-302005,
Tele no. 0141-2223887, Fax no. 0141-2228065

Subject: - Regarding submission of consolidated contract completion report

NAME OF FIRM: _____

RATE CONTRACT No & DATE _____

NAME OF GOODS _____

S · N o ·	Supply Order				Stipulated date of completion of supplies (delivery period) (In days)	Actual Supply		Quantity remained unsupplied		Payment Details (In Rs.)								Remarks	
	No. & Date	Consignee name/ Medical institution	Qty. (in unit)	Amt. (Rs.)		Actual date of receipt	Quantity (in unit)	Quantity (in unit)	Reasons	Sanction no. & date	Net amount	Taxes	L.D. Charges	With held amount, if any	Income tax @ 2 % deduction	Amt. paid to Firm	RM SC charges @ 5%		GS T as applicable

(Signature & Seal of Firm)

NOTE:-

1. The firm should fill the relevant information in all the Columns of the BF-17 and submit to ED, EPM.
2. The information filled in by firm shall be correct, complete.
3. Attach separate sheets as annexure, whenever necessary.
4. I/ We confirm that the details mentioned above are factual and record based, if the same found false/fake, I/We shall own the responsibility and action as per rules against the firm may be taken.

Memorandum of Appeal under RTPP Act, 2012
[See rule 83 of RTPP and GCC No.-65]

Appeal No..... of.....
Before the..... (First/second appellate authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent (S):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/ authority that passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the act by which the appellant is aggrieved:
4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Ground of appeal:

.....

.....

..... (Supported by an affidavit)

7. **Prayer:**
.....
.....

Place

Date

Appellant's signature

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

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

E-Mail – mdrmisc@nic.in; edepmrmisc-rj@nic.in

CIN : U24232RJ2011SGC035067

Website: www.rmssc.health.rajasthan.gov.in**SECTION IV : CONTRACT FORMS (CF)****Table of contents**

S. No.	Description	Pages
	Letter of Acceptance (CF-I)	83
	Agreement Form (CF-II)	84-87
	Schedule of Rates (CF-III)	88
	Bank Guarantee Format for Bid Security/Performance Security (CF-IV)	89-90

LETTER OF ACCEPTANCE (LOA)

M/s

.....

Sub :- Acceptance of the bid rates for the goodsMake.....Model.....**Ref :-** Your bid no. Dated

1. Goods as per schedule enclosed/ noted/is/are approved in your favor against the rate (s) quoted by you in the above mentioned bid. According to clause No. 18 of the terms & conditions of the bid it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs..... and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved goods and indicative quantity mentioned in the bid from works out to Rs..... (Rupees. Only)
2. The performance security shall be furnished to Managing Director, Rajasthan Medical Services Corporation Ltd., Jaipur, 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 and submit original copy of deposit slip, or Bank Drafts/Bankers cheque of a scheduled bank, or Bank Guarantee (B.G.).
3. All terms and conditions of the Bid document shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved goods (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 bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.
4. The list of approved goods may be checked and in case there is any difference between your offer and the approved rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.
5. The Firm shall furnish consolidated statement of supplies made BF-17 to ED(EPM)RMSC by the 10th of the next month as per terms of conditions.
6. Please note that self attested/notarized copies of documents shall be considered valid. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.
7. Also please arrange to furnish the following documents required under the terms & conditions of the bid failing which the agreement will not be executed and the failure would lie at your part:-
The original copy of bid document signed on each page, which has been uploaded on e-procurement portal.
8. 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 for reference.

Encl.1. Agreement form

2. Schedule of Rates

3. CMC format, *if applicable*

4. Any other

Executive Director (EPM)
RMSC, Jaipur

(Non – Judicial Stamp Paper of Rs.)

AGREEMENT

1. This deed of agreement is made on this day of2021 for the rate contractor for a period of two years for supply of goods as per NIB No..... between M/s ----- represented by Shri Proprietor/Managing Director/Managing Partners having its registered office atand 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.(RMSCL), represented by its Managing Director or Executive Director (EPM) having its office at D-Block Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as “The Procuring Entity” 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 Procuring Entity, the equipment, 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 goods/goods set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **column No. ---** (Approved Rate-----) of the said attached schedule.
3. And whereas the approved supplier has deposited with the Procuring Entity 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 procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,
 - (i) The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipment, instruments and other supplies for Rajasthan Medical Services Corporation Ltd for the contract period, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (ii) (a) The agreement if for the supply by the Supplier to the Procuring Entity of equipment, 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 dateand it shall remain in force for a period of 24 months or as for extended period.
(c) The indicative quantity noted against each goods in the NIB attached hereto indicates only the probable total requirements of the Procuring Entity in respect of each goods for the placement of supply orders. This quantity may increase or decrease at the discretion of the Procuring Entity. The supplier shall supplies for the goods and related services 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. As mentioned in bid document.
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 goods set forth in Schedule of Rates and supply order thereof in the manner set forth in the

conditions of the bid 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 bid and contract for open bid enclosed to the bid 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 bid and also as appended to this agreement shall also form part of this agreement.
- (iv) (a) RMSC do hereby agree that if the approved supplier shall duly supply the said goods 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 bid i.e. through RTGS/ banker's cheque/ Demand Draft etc.

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

S. N.	Goods Quantity	Delivery Period
1	As per supply orders	As per terms & conditions of bid

- 6. (i) The time specified for delivery in the bid 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 procuring entity.
- (ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail 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%

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 agreed liquidated damages shall be 10%.

- (iii) 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.
- (iv) 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.

In specific condition, permission for additional delay may be granted for supply; in such a case an additional penalty of 10% shall be levied.

If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rates received in new bid(s) invited are lower than the rate contract in operation, then the supplier shall be entitled to the lower rates so received.

7. Termination of contract on breach of condition

- (i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.
- (b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity 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 procuring entity shall cease and be void, and in case of any damage, loss, expense, 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 procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity 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 procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.
- (ii) The procuring entity 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 procuring entity.
- (iii) 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.
- (iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or 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 procuring entity obtained in first hand.
- (v) 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 procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.
- (vi) 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/e-mailed to him or left at his premises/e-mail address, place of business or abode.

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 bid 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

present, the decision of the Managing Director, Rajasthan Medical Services Corporation Ltd in the matter shall be final and binding.

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred to by the Parties to the M.D, Corporation who will appoint his senior most deputy [ED (P)] as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (Corporation or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.

8. If the rates of the approved goods are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify RMSCL and reduce the rates in the same proportion.
9. The Firm shall furnish consolidated statement of supplies made, in BF-17 to ED (EPM), RMSC by the 10th of next month as per terms & conditions of the bid.
10. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.
11. The approved supplier shall ensure that Spare parts of quoted make and model shall be made available by us for a period of minimum 10 years (or life span of equipment) for repairing of equipment. After completion of Guarantee/Warrantee period I/We and/ or OEM, shall be bound to supply spare parts, maintenance services and technical support for at least 10 years (or life span of equipment) to RMSCL/ any health institution of Rajasthan or to any such service provider firm/institution, appointed/hired/contracted by RMSCL/ Govt. of Rajasthan, for the Repair & Maintenance of Bio Medical Equipment/Equipment installed in various health institution of Rajasthan. The approved supplier agrees that RMSCL shall be free to take any Suitable action against the approved supplier and/ or OEM, if the approved supplier and/ or his OEM, fails to provide technical support as desired above.

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..... 2021.

Signature of the approved

**For and on behalf of
Supplier with Seal**

Witness-1

Witness-2

Executive Director (EPM)

Rajasthan Medical Services Corporation, Jaipur

Witness- 1

Witness- 2

(On bank's letter head)
FORM OF BANK GUARANTEE
(Performance security/Bid Security)

To
 Managing Director,
 Rajasthan Medical Services Corporation Ltd.,
 D-Block, SwasthyaBhawan,
 C-Scheme, Jaipur-302005

Whereas the Managing Director or Executive Director (EPM), Rajasthan Medical Services Corporation Ltd. (hereinafter called the "procuring entity/RMSCL") having entered into an agreement No..... dated..... with M/s..... (hereinafter called the "approved supplier") for (Name of goods) here-in-after called "the said agreement" under which the Supplier(s) M/s..... have applied to furnish Bank Guarantee (B.G.) to make up the full performance security/Bid Security.

1. In consideration of the RMSCL having made such a stipulation in agreement. We..... (Indicate the name of the Bank) here-in-after referred to as "the Bank" at the request of M/s..... Supplier (s) do hereby undertake to pay to the RMSC amount not exceeding Rs. (Rupees only) on demand by RMSCL.
2. We (Indicate the name of Bank), do hereby undertake to pay Rs. Any demur or delay, merely on a demand from the RMSCL any such demand made on the bank by the RMSC shall be conclusive and payable by the Bank under this Guarantee. The Bank Guarantee shall be completely at the disposal of the RMSCL and We (indicate the name of Bank), bound ourselves with all directions given by RMSCL regarding this Bank Guarantee However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We (Indicate the name of Bank), undertake to pay to the RMSCL any money, so demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We (indicate the name of Bank), further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Agreement and that it shall continue to be enforceable till all the dues of the RMSC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier and accordingly discharges this Guarantee.
5. We (indicate the name of Bank), further agree with the RMSC that the RMSC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Supplier(s) from time to time or to postpone for any time or from time any of the powers exercisable by the RMSCL against the said supplier forbear or enforce any of the terms and conditions relating to the said Agreement and forbear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier(s) or for any forbearance act or omission on the part of the RMSCL or any indulgence by the RMSCL to the said Supplier(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (indicate the name of Bank), under this Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
7. We (Indicate the name of Bank), lastly undertake not to revoke this Guarantee except with the previous consent of the RMSCL in writing.
8. This Bank Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RMSCL. Notwithstanding anything mentioned above. Our liability against this Guarantee is restricted to Rs. (Rupees only).
9. It shall not be necessary for the RMSCL to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RMSC may have obtained or obtain from the Supplier.
10. The Bank shall be payable at the Jaipur. If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expiry on the close of the next working day. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted Rs./- (Rupees) and our Guarantee shall remain in force up to date unless a demand or claim under the Guarantee is made on us in writing or by e-mailing on or before date Therefore, after date all your rights under the Guarantee shall be forfeited and we shall be relived and discharged from all liabilities hereunder irrespective of whether or not the original Guarantee is returned to us.

Datedday of..... For and on behalf of the Bank (indicate the Bank)

Signature & Designation

E-mail address.....

The above Bank Guarantee is accepted by the Managing Director, Rajasthan Medical Services Corporation, Jaipur.

Signature

Rajasthan Medical Services Corporation Limited (RMSCL)
D-Block, SwasthyaBhawan, C-Scheme, Jaipur – 302005

Ph. No. 0141-2223887, Fax No. 0141-2228065
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 Website: www.rmsc.health.rajasthan.gov.in

SECTION IV A : SCHEDULE OF SUPPLY

Clause No.	Description
1	List of goods and related services:
1.1	Name of Goods to be procured: As per details given in NIB and Technical Specifications as per Section VIII of bidding documents.
1.2	Related services are delivery, local transportation, successful installation, commissioning, demonstration, Erecting, training etc.
1.3	Guarantee/Warrantee period starts from the date of delivery/ successful installation/ commissioning (whichever is later) for the period mentioned in technical specifications or purchase order.
1.4	Comprehensive Maintenance Contract may be executed by RMSCL/ consignee/service provider of RMSCL from the date of completion of Guarantee/Warrantee period as mentioned in technical specification of purchase order.
2	Delivery and completion schedule:
2.1	Supply orders and supply schedule:
2.1.1	Purchase order (PO) for supply will be placed through registered post/e-mail/ any other communication medium by the corporation. The date of dispatch letter will be treated as the date of purchase order for calculating the period of execution of order. The successful bidder will execute the orders within a delivery period of 60 days (including date of dispatch) or as specified in the supply order.
2.1.2	In case of imported goods, 30 days will be given in addition to the period, as mentioned in condition no. 2.1.1 above. Thus delivery period for imported goods shall be 90 days from issue of Purchase Order (PO).
2.1.3	The successful bidder shall acknowledge receipt of orders within 7 days from the date of dispatch of order.
2.1.4	Delivery, installation, commissioning etc. of the goods, shall have to be made at the places/ consignee address given in the purchase order. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation made by the supplier on case to case basis. The consignee for supplies shall be M.D. RMSC or a medical institution in the state such as M.D., NHM; Director (PH/ RCH/ HA/ IEC/ AIDS/ ESI); Principal of medical colleges; Superintendents of attached hospitals; Officer in charge, C.D. Store, Sethi Colony, Jaipur/ CM&HO/ PMO/ CHC/ PHC/ DPC of DDW etc. or their equivalent or any other as mentioned in purchase order.
2.1.5	To ensure sustained supply without any interruption, M.D., RMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders. In such a case, the requirement may be met by dividing the quantity among the RC holders considering the quantity required and dedicated capacity of the successful bidders (BF-5) as per the RMSCL policy.
2.1.6	The ready stock position of the goods, if provided by the firm, may be considered by the corporation for placement of supply orders.
2.1.7	It may be noted that the Corporation does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific goods from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.

2.1.8	The quantities indicated in the NIB may vary. The figures indicated do not constitute any commitment on the part of corporation to purchase any of the goods and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved goods being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.
2.1.9	If the supplier has found/come to know that the ordered equipment is found to be non-viable size and/ or site is not ready for installation, it shall be the duty of the supplier to report to MD, RMSCL immediately. The corporation shall take appropriate decision on representation made by the supplier on case to case basis.
2.2	Procuring entity's right to vary quantity:
2.2.1	The quantity of equipment originally indicated in the bid document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract. The order for additional quantity during the currency of RC may be given to the extent as per the provisions of RTPP Act/ Rules.
2.2.2	If RMSCL procures less than the quantity indicated in the bid document, the supplier shall not be entitled for any claim or compensation except if otherwise provided in the conditions of contract.
2.2.3	If the supplier fails to supply, as per the schedule of supply RMSCL shall be free to arrange/ procure the goods from elsewhere on risk & cost basis and the extra cost incurred shall be recovered from the supplier.
2.3	Submission of contract completion report:
2.3.1	A consolidated statement (BF-17) shall be submitted to ED, EPM by the 10th of each month during currency of rate contract. Every time the statement should contain details of all orders placed under the contract up to the previous month. All payment bills should also be accompanied with the said information updated till the date of bill submission.
2.3.2	Firm will have to submit consolidated statement (BF-17) in duplicate at the end of rate contract and after expiry of Guarantee/Warranty period of the goods (as provided in Guarantee/Warranty clause of the contract) to enable the corporation to examine the case for refund of performance security.
2.3.3	The consignee shall intimate the contractor/supplier about the defect(s) at once in such a manner, so as to reach the office of the firm immediately and before completion of Guarantee/Warranty period. It shall be the responsibility of the consignee to get the complaint of defective equipment or defective performance registered immediately with the office of ED (EPM), RMSCL/MD, RMSCL also. The supplier shall be bound to repair the goods/equipment at the place of installation (not at the place of delivery of consignment).
2.4	Packing & insurance: Procedure, specifications and process shall be as per clause 54 of GCC.
2.5	Health facilities and other departments:
2.5.1	The consignee for supplies may be M.D. RMSC or a medical institution in the state such as M.D., NHM, Director (PH/ RCH/ HA/ IEC/ Aids/ ESI), Principals of medical colleges, Superintendents of attached hospitals / Officer in charge, C.D. Store, Sethi Colony, Jaipur/ CM&HO/PMO/CHC/PHC/DPC of DDW etc. or their equivalent or as mentioned in the purchase order.
2.5.2	The funds shall be transferred to RMSC with indent form by the demanding officers and supply orders will be placed by RMSC to suppliers.
2.6	Rejection of goods: Process and other details shall be as per clause 55 of GCC.
2.7	Liquidated damages & Penalty: Shall be as per clause 50 of GCC.
2.8	Recoveries: Shall be as per clause 52 of GCC.

3	Inspection of Goods i.e. equipment and instruments etc. :
3.1	The equipment, instruments and other hospital supplies shall be according to specifications provided in the bidding documents and shall be inspected by the agency/ committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS goods, inspection shall be strictly as per relevant BIS specifications with latest amendments that have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the goods may be done by any Inspecting Agency/Committee of experts at the site of the manufacturer or at site of installation. The supplier shall provide all facilities for inspection/ testing free of cost.
3.2	Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/goods, the procurement officer or his authorized expert/doctor/ designated person shall inspect the goods as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract.
3.3	In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory accredited by NABL. If the goods is found defective and not as per specifications, consignee will not accept the goods and shall inform the RMSCL within 3 days. Consignee may also simultaneously ask the firm for removal of defect/ replacement. The firm shall be bound to remove the defect or replace the defective goods within 15 days of receipt of intimation from the consignee. However, in case of defective goods, the date on which the consignee accepts the goods after replacement of defective goods/ removal of defects shall be taken as date of delivery. Wherever defective goods are replaced, the inspection/ testing charges, if any, shall be borne by the supplier.
3.4	If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted/ retained by the firm/supplier at the time of technical approval.
3.5	During the contract period if it is found that the delivered equipment, instruments and other hospital supplies are/were not as per technical specifications, the supplier shall be bound to replace such supplied with the requisite technical specifications otherwise actions against the supplier according to the prevailing laws shall be taken and contract shall be terminated.
3.6	In case of imported goods, the supplier shall ensure that the goods are inspected by the third party inspecting agency before being dispatched to the consignee. In case any un-inspected goods is found in the goods received by the consignee, the firm shall be solely responsible for it and the corporation shall be free to take suitable necessary action against the firm as per terms and conditions of bid document/ agreement. RMSCL may direct to have pre dispatch inspection of goods being supplied. The supplier shall make prior intimation to RMSCL/ consignee/BME concerned about the dispatch of supply.


Executive Director (EPM)
RMSCL, Jaipur

Rajasthan Medical Services Corporation Limited (RMSCL)

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SECTION-V : BID DATA SHEET (BDS)

Clause No.	Description
1	NIB No-651/2021-22 Date.....
2	The procuring entity is: Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, TilakMarg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066; Fax No. 0141-2228065, 0141-2223887 Email:- mdrmisc@nic.in or edepmrmisc-rj@nic.in
3	Address for correspondence and clarifications:- Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, SwasthyaBhawan, TilakMarg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066; Fax No. 0141-2228065, 0141-2223887 Email Address:- mdrmisc@nic.in ; edepmrmisc-rj@nic.in
3	The goods and related services to be procured under this bid are <i>as per NIB, and as per given technical specifications.</i>
4	The rate contract is valid for 24 months starting from the date of issuance of rate contract and up to the last day of the 24th month. The Rate contract period is extendable as per Act & Rules.
5	Bids are invited from Manufacturer /Direct Importer only.
6	Joint venture and/ or consortiums not allowed.
7	The price of the bid document is: The bid form fee Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00 or Rs. 1000.00 +180.00 (GST@18%) total amount 1180.00 for MSMEs of Rajasthan
8	RISL processing fee is Rs. 1000.00/-.
9	Bidding Documents can be downloaded from " https:// eproc.rajasthan.gov.in ." The bid form fee Rs. Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00 or Rs. 1000.00 +180.00 (GST@18%) total amount 1180.00 for MSMEs of Rajasthan, bid security (as applicable) and processing fee of Rs.1000.00 of R.I.S.L. shall be deposited through three separate prescribed challans (format enclosed in BF-1) in any branch of the Punjab National Bank, account no. 2246002100024414 anywhere in the country. Bid Security Declaration shall be submitted in BF-3. The bidder shall submit scanned copy of all the challans and BF-3 in technical bid through https://eproc.rajasthan.gov.in (Cover-A), or these can be submitted in the form of separate D.D./banker cheque in favour of M.D. , Rajasthan Medical Services Corporation Limited , Jaipur and M.D., RISL respectively (payable at Jaipur).
10	Bid Security amount: As mentioned in NIB.
11	The pre-bid meeting will be held at Conference Hall, R.M.S.C., D-Block, Swasthya Bhawan, C-Scheme, Jaipur on 23.12.2021 at 11:00 a.m.
12	Last date& Time for online downloading of bid document: 20.01.2022 up to 11:00 a.m.
13	Last date & time for online submission of bids: 20.01.2022 up to 06:00 p.m.
	Last Date and Time for physical submission of DD/BC/BG/Challan for Bid Document Fee, RISL Fee, Bid Security Money, Original Affidavits/Certificates shall be 02:00 p.m. on the date of opening of technical bid.
	Date & time of online opening of (technical bid) bids: 21.01.2022 ; 03:00 p.m.
	Date & time of online opening of financial bid shall be communicated later.

14	The bidder shall physically submit following documents with its financial bid submission Letter:- 1. Technical Bid submission letter. 2. DD/Banker Cheque/ challan for RISL processing fee and bid documents fee as per instructions given in NIB, clause 38 of GCC .Bid Security(in the form of DD/Banker Cheque/ challan/Bank Guarantee) /Bid security Declaration (BF-3) if applicable.
15	The currency of the bid shall be Indian National Rupee (Rs.) as per NIB.
16	Discounts or award of combination of lots shall not be accepted; this shall be treated as a conditional bid and shall be liable for rejection.
17	Alternative bids are not permitted.
18	The bid validity period shall be 120 days or extended, from the opening of technical bid.
19	Submission and opening of bids : Bids shall be submitted online on web portal http://eproc.rajasthan.gov.in. Physical submission of the bid is not allowed and the same shall tantamount to be cancelled.
20	Online Bid opening shall take place at: Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, SwasthyaBhawan, TilakMarg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066; Fax No. 0141-2228065, 0141-2223887 Email Address:- mdrmsc@nic.in, edepmrmssc-rj@nic.in
21	The purchase preference shall apply as per GCC and SCC provisions.
22	This bid do not have provision for Parallel Rate Contract (PRC).
23	The period within which the contract agreement is to be executed and performance security is to be submitted is 15 days. The performance security shall be initially required as per GCC-45 (iii) @ 2.5 %/0.5% of the value of units of the equipment of the approved bidders for each item in the favour of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur.
24	Language of the bid shall be English and/or Hindi (Please refer ITB clause -6).
25	Redress of grievances during procurement process : 1. The designation and address of First Appellate Authority is:- MD, NHM, Swasthya Bhawan, C-Scheme, Jaipur or as decided by the Govt. of Rajasthan. Telephone No. 0141-2221590 2. The designation and address of the second appellate authority is ACS/ Principal Secretary/Secretary, Medical Health & Family Welfare Dept., Govt. of Rajasthan, Secretariat, Jaipur.
26	Name & address of the bidder: Name and Designation..... M/S Address..... Telephone No..... E-mail..... Mobile No. of the authorized person..... Fax No.


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RMSCL, Jaipur

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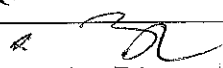
Website: www.rmssc.health.rajasthan.gov.in

SECTION VI: QUALIFICATION AND EVALUATION CRITERIA (QEC)

The responsive bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. The qualification and evaluation criteria (QEC), shall get examined by MD,RMSCL with the help of technical committees, Subcommittee/Bid Evaluation Committee, purchase committee, The responsiveness of the Technical Bid shall be evaluated on the basis of the following Financial criteria (Part-A) and Technical Criteria (Part-B).

Clause No.	Financial Criteria (Part-A)
1	Fees : Original Demand Draft(DD)/Banker's Cheque/Challan, of Bidding Document Fee and RISL processing fee.
2	Bid Security/Bid Security Declaration: Original Demand Draft(DD)/Banker's Cheque/Challan/ (BG)/Bid Security Declaration in BF-3in lieu of Bid Security.
3	Turnover of the Bidder: The minimum average gross annual turnover for last three financial years shall be as per NIB. The bidder has to submit Chartered Accountant (CA) Certificate (BF-6) duly signed with seal.
4	Tax Registration certificates: The bidder shall submit copy of 'PAN' issued by Income Tax Department and GST Registration Certificate.
5	Business Entity: Bidder should submit self-attested copy of Registration under Shop and Establishment Act. 1958/Indian partnership Act. 1932/Indian Company Act. 1956. (If applicable)/EM-II/Udhyog Adhar/Udhyog Registration. Copy should be enclosed.
6	Authorization: In case of the Bid is being submitted in capacity of importer, letter of authorization from importer should be submitted. In case of imported Goods, copy of IEC and permission/authorization for sale from foreign principal manufacturer, should be submitted.
7	Licenses: (i) The Manufacturer/Importer should furnish self attested copy of valid Manufacturer/Importer license for the product duly approved by the Licensing authority for each and every product quoted. The license must have been duly renewed/ valid up to date and the goods quoted shall be clearly highlighted in the license or list which is duly verified/ signed by licensing authority. (ii) Manufacturing license of the goods/ product quoted, issued by the competent authority.
8	Participation of Bidders: Any bidder who qualifies to participate in the bid as per Rule 13 of RTPP Rules and amendment therein issued vide Notification dated January 01, 2021 (G.S.R. 237) by Finance Department, Govt., of Rajasthan, shall only be eligible to participate in the Bid[ITB-25].

Clause No.	Technical Criteria (Part-B)
1	<p>Past Performance/Supply experience: The goods offered/ being procured should have been in production for at least three years and Bidder should have supplied, installed and commissioned (if required) at least 10% of the indicative quantity of the goods under procurement in last 36 months. The different variants of the goods under procurement shall be considered, e.g. ECG machines of different types viz., A and B which further come under three variant types viz. aa, bb, and cc respectively. If a bidder furnishes documents establishing supply of any type of ECG machine of any type/ variant, it shall be considered as a valid past experience.</p>
2	<p>Certificates/Brochures; The bidder shall submit ISO/BIS/USFDA/CE certificates etc., Brochures, Testing report by NABL accredited laboratory etc., as asked in the Technical specifications and required to establish the standards/specifications of the subject matter under procurement.</p>
3	<p>Demonstration: The bidder shall have to arrange physical demonstration of the goods under procurement, as and when asked by the MD, RMSCL. Demonstration shall be taken/ conducted by Technical Committee (TC). Procedure of Sample submission and Demonstration shall be as per GCC-44. Decision of the Technical Committee (TC)/Review Technical Committee (RTC) constituted for the purpose, shall be considered for technical evaluation of the goods. For this BF-11 should be submitted invariably.</p>
4	<p>Performance and productivity of goods: The performance and productivity of the equipment shall be as per the reference value or norms specified in technical specifications and corresponding value Guarantee/Warranty by the bidder in its bid.</p>
<p>Other Parameters that may be considered for Evaluation of L-1 Bid</p>	
1	<p>L-1 Bid : Until unless mentioned specifically, L-1 bid shall be adjudged on the basis of most advantageous offer received in response to the Bid. On the basis of evaluation criteria of L-1 bidder, If by coincidence L-1, L-2 bidders have offered the same rate in BOQ then bidder having higher experience of past supplies (in terms of value) in Government Department of Rajasthan, shall be given priority and shall be adjudged L-1.</p>
2	<p>Local handling and inland transportation: The cost for inland transportation, insurance, related services, installation, commissioning, demonstration and other incidental costs for delivery of goods from the EXW premises, or port of entry, or supply point to consignee site as defined in Section V [schedule of supply] shall not be paid.</p>
3	<p>Non-material Non-conformities and Omissions: Pursuant to the relevant clauses, the cost of all quantifiable non-material non-conformities or omissions from the contractual and commercial conditions shall be evaluated. The procuring entity will make its own assessment of the cost of any non-material non-conformities and omissions for the purpose of ensuring fare comparison of bids.</p>
4	<p>Adjustment for deviations in the delivery and completion schedule: The deviation from the delivery and completion schedule specified in Section V [Schedule of supply] is permitted as per the terms. No credit will be given for earlier completion.</p>
5	<p>GST, if exempted, it should be specified in BF-4/BOQ.</p>


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SECTION VII : SPECIAL CONDITIONS OF RATE CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein (SCC) shall prevail over those in the GCC. The clauses of special conditions of rate contract are as follows:-

Clause No.	Description
	Documents duly signed in all respect as required in qualification and evaluation criteria along with Bid document fee, RISL fee,, bid security should be submitted in Cover "A" and Financial proposal (BOQ), should be submitted online in Cover "B" otherwise bid will not be considered.
	Pre-requisite, if any, for installation, including UPS, Computer, Printer, and other goods should be provided by the firm in technical bid and financial bid respectively.
	Firm shall provide comprehensive Guarantee/Warrantee with spare parts for goods(s), as mentioned in technical specification (from the date of installation/commissioning). Acceptance of comprehensive maintenance contract after expiry of Guarantee/Warrantee period should be submitted with the cover" A" and rates in cover "B" respectively.
	Conditional bids will not be considered.
	List of spares, reagents, chemicals and consumables is to be provided in technical bid (BF-9),which is not covered under the Guarantee/Warrantee; otherwise all the consumables will be treated as spare parts covered under the Guarantee/Warrantee and CMC.
	Transshipment will be permitted and partial shipment not allowed.
	Normally, payment will be released after installation, demonstration and commissioning of equipment/machine and satisfactory operational training, if required.
	The bidder should quote rates in Indian rupees and payment will be made in Indian rupees (INR) Rs. only.
	All certificates should be valid on the date of submission of bids.
	The bidder should have well equipped local service centre in India preferably in Rajasthan.
	Imported Goods : (i) In case of imported goods, the bidder will have to produce third party inspection report from NABL accredited laboratory or ERTL or Central/State Govt. laboratory or Central/State Govt. approved laboratory which can perform tests pertaining to all the parameters as mentioned in the technical specifications of this bid and performance of each supplied machine/equipment with the consignment. (ii) The inspecting laboratory should have authorization for examining or reporting about the quoted goods. If the goods inspected and/or consumables are manufactured in batches, then the third party inspection report of each batch will have to be submitted. (iii) All expenses regarding third party inspection will be borne by the bidder.
	The Brand Name/Make and Model of each goods under procurement, which have been offered in the bid, should be mentioned in Technical compliance sheet. Mere indication of English/USA/Indian will not serve the purpose and will not be considered.
	In the case of supply of imported goods the suppliers may be asked to furnish a certificate to the effect that the firm has completed all the formalities in connection with import of the goods in question.

	The final technical approval of goods shall be after demonstration of samples by technical committee at the time of technical bid evaluation.
	Technical Support by Supplier & OEM : Spare parts and consumables of quoted make and model should be available with firm for minimum 10 years (or life span of equipment) for repairing of equipment. After completion of Guarantee/Warranty period the successful bidder/Supplier and/ or OEM, shall be bound to supply spare parts, consumables, maintenance services and technical support for at least 10 years (or life span of equipment) to RMSCL/ any health institution of Rajasthan or to any such service provider firm/institution, appointed/hired/contracted by RMSCL/ Govt. of Rajasthan, for the Repair & Maintenance of Bio Medical Equipment/Equipment installed in various health institution of Rajasthan. Suitable action shall be taken against the concerned supplier and/ or OEM, If any supplier and/ or OEM fail to provide technical support as desired above.


Executive Director (EPM)
RMSCL, 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 bidding document.

Signature of Bidder with Seal

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

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

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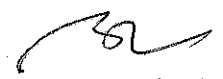
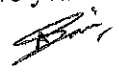
Website: www.rmsc.health.rajasthan.gov.in**SECTION VIII: Technical Specifications of Goods to be procured in the Bid****Technical Specifications of Dielectric Tube Sealer, Handheld (Portable)**

1. Handheld Blood Bag Tube Sealer is a compact handheld equipment to seal the Blood Bag pilot PVC tubing by transient radio frequency heating and sealing, with no haemolysis.
2. **Quality Standard:**
 - a) Manufacturing should be compliant with ISO 13485 (Valid documentation should be submitted in technical bid).
 - b) Bidder should submit USFDA Certificate/European CE Certificate From notified body for quoted product.
3. **Operational requirements:**
 - a) Should gently seal tubing with no haemolysis, using radiofrequency heating
 - b) Should be capable of making wide seal of at least 2 mm width
 - c) Should be rechargeable battery operated compact (less than 3 Kg) hand held type, not bench top type.
 - d) Sealing time should not be >2 sec
 - e) Electrodes should be well protected by a cover to prevent blood splutter.
 - f) Sealing trigger should be automatic (on sensing tube in the slot).
 - g) Should have indicator lamp for sealing process
 - h) No warm up time should be required
 - i) Should have tear-seal feature to make segments that can be easily separated by hand
 - j) No. of seals per charge should be more than 1000 continuous seals from a fully charged battery.
 - k) Charger should be compatible with Input voltage: 240V 50 Hz Single phase AC
 - l) The NIMH Battery used fully Charge with 3 hour back up showing level indicator.
4. Transport Box and carry bag for using the device in camp and carrying in camp.
5. **Guarantee:** Two years on equipment from the date of installation.

Technical Specifications of Table Top Tube Sealer

1. Capable of sealing tubings diameter up to 5.9 mm.
2. Sealing time : 1-2 seconds.
3. Safe sealing system :if the seal is not perfect and alarm sounds.
4. Internal tubing overhead completely eliminated.
5. After sealing bags are divided by segments, and no scissor are requested to cut the segments.
6. Easily detachable sealing head with magnet for easy cleaning and disinfections.
7. High efficiency Sealer (high sealing speed), heavy duty with no warm up time.
8. Indicators indicate the seal status.
9. Sound alarm in case the seal is not completed.
10. Spark indication in case of wet tubing sealing.
11. Constant sealing strength because of special calibrated spring inside the handheld sealer.
12. No undesired radio frequency emissions.
13. Aphaeresis can be used close to the cells separators without creating any interference.
14. A handheld sealer (mobilea) can be connected using the dedicated connector. An extension cable enables the use up to 1.5 meters long.
15. Capable of cascading upto 8 devices with special cascading connections (available as optional accessory)
16. When cascaded, sealers can be used with foot switch(available as optional).
17. In case of cascading one power code needed per 2 devices.
18. Weight not more than 3.7 kg dimention (L X W X H) 400mm x 58mm x 220 mm.

19. Power supply: 110 to 240 volt AC± 10% frequency 50-60Hz.
20. Bidder should submit USFDA certificate/European CE Certificate from notified body for quoted product.
21. **Guarantee:** Two years on equipment from the date of installation.



**Executive Director (EPM)
RMSCL, Jaipur**