

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



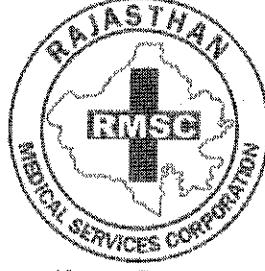
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No. F-8()RMSC/EPM/M-3/17-18/NIB- 297 / 4

Dated: 04/01/2018

BIDDING DOCUMENT



॥सर्वे सन्तु निरामयाः॥

NIB NO.297 DATED :04/01/2018

THE RATE CONTRACT FOR
REPAIR & MAINTENANCE
OF BIOMEDICAL EQUIPMENT IN RAJASTHAN

Period 2018-19 and 2019-20

BIDDING 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 Firm)

BID SUBMISSION LETTER

(Declaration Form cum Check List)

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

Subject:- Regarding Bid submission for NIB

I/We..... (Name, Designation and Address of Bidder)..... having our office at..... (Address of Firm)..... do declare that I/We have read all the Terms & Conditions of the bid document floated by M.D., Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the Rate Contract of Repair & Maintenance for all Biomedical Equipment (as per table-1) of all Govt. Hospitals (up to PHC, excluding Medical Collages and their attached hospitals) in Rajasthan 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 (Service Provider Agency for Repair and Maintenance for Biomedical Equipments)..... I/We enclose valid certification as per bidder qualification.

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

S. No	Item	Particular
1.	Bid security GCC 2.6 (i) and 3 (i) (Through Challan/DD)-(BF I)	Page no
2.	Technical Bid Submission Sheet (BF-II)	Page no
3.	Copy Of Central Excise Registration GCC 2.6 (iii), if applicable.	Page no
4.	Average Annual turnover statement for past 3 years certified by C.A. GCC 2.6 (viii) (BF-V)	Page no
5.	Latest Sales Tax Clearance Certificate/ Service Tax Clearance Certificate Affidavit (up to dated 31.03.14). GCC 2. 6 (vi)	Page no
6.	Original bid GCC & SCC (Section VI A & VI B) or BF-IV uploaded on e-procurement portal.	Page no
7.	Statement of Past Performance under (BF-VII)	Page no
8.	Pre - stamp receipt under GCC 3 (ii) (BF-IX)	Page no
9.	Declaration regarding acceptance of bid terms and conditions. (BF-XIV)	Page no
10.	Memorandum of Appeal Under the Rajasthan Transparency in Public Procurement Act, 2012 (BF-XV)	Page no
11.	Declaration by the Bidder Regarding Qualifications (BF-XVI) Uploaded on website https://eproc.rajasthan.gov.in .	Page no
12.	Authorisation of the Bidder by the Firm (BF-XIX)	Page no

13.	Corrigendum/modification/clarification uploaded with bid document	Page no
14.	Financial Bid Submission Sheet (BF-III) to be submitted physically.	Page no
15.	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. <i>Also attach photo ID.</i>	Name Signature..... Full Address..... Mobile No:..... E-mail address :

Date

Name and Signature of Bidder with seal

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



**Rajasthan Medical Services Corporation Limited, Jaipur
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No. F-8()RMSC/EPM/M-3/17-18/NIB-297 / 40

Dated: 04/01/2018

NOTICE INVITING BID (NIB-297)

Bids are invited up to 1:00 .M. on dated 05/02/2018 for Repair & Maintenance for Biomedical Equipment on rate contract on behalf of office of the Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, C-Scheme, Jaipur-302005 for rate contract period of 24 months. Details may be seen in the Bidding Document at the office of the M.D. RMSCL or State Public Procurement Portal website "sppp.raj.nic.in" or "www.dipronline.Org" or "<https://eproc.rajasthan.gov.in>" or website "www.rmhc.health.rajasthan.gov.in." The bidding document may be downloaded from either of the above websites and uploaded duly filled in with payment of Rs. 2000/- through cheque/demand draft in favour of M.D., RMSCL payable at Jaipur.

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



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



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

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No. F-8()RMSC/EPM/M-3/17-18/NIB- 297 / 40

Dated: 04/01/2018

NOTICE INVITING BID (NIB- 297)

1. One stages, two-envelopes unconditional bids are invited from Repair and Maintenance Agency for Biomedical Equipment on behalf of the Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, C-Scheme, Jaipur - 302005 for Repair and Maintenance for Biomedical Equipment as listed below:

S. No.	Name of article	Estimated Expenditure	Amount of Bid security (Rupees)	Validity period of bids
1	As per table-1	16 Crore	32 Lacs	120 Days

2. E-Bids are invited as per following time schedule:-

Date of selling of bid form	Date of pre bid meeting	Last date of Bid Submission	Date of opening of technical bid
1	2	3	4
05/01/2018	15/01/2018 3:00 PM	05/02/2018 6:00 PM	06/02/2018 3:00 PM

3. A pre-bid meeting will be held as per **column no. 2** of the above schedule i.e., **at 03:00 PM** on dated 15/01/2018 in the Conference Hall of Rajasthan Medical Services Corporation, D-Block, Swasthya bhawan, Jaipur to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes in bid conditions/ catalogue can be done. Bid should be submitted through e-portal after pre-bid meeting including all the clarifications/modifications/ amendments. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
4. The bid is for a rate contract.
5. Detailed particulars of the list of equipment with quantity, bid documents may be seen on the website- "www.dipronline.Org" or www.rmhc.health.rajasthan.gov.in or <https://eproc.rajasthan.gov.in> or sppp.raj.nic.in or in the office of the E.D. (EPM), RMSCL, D-Block, Swasthya Bhawan, C-scheme, Jaipur.
6. The bid shall only be submitted through e-procurement portal <https://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Bids shall not be accepted in physical form in any condition.
7. The Bid form fee Rs. 2000.00 downloaded from the website, Bid Security as applicable in bid condition and processing fee of Rs.1000.00 of R.I.S.L. shall be deposited through three separate prescribed challans (formats enclosed in BF-1) in any branch of the Punjab National Bank Account no. 2246002100024414 anywhere in the country. The bidder shall submit/upload scanned copy of all the challans in Technical Bid (Cover-A),or

The Bid form fee Rs. 2000.00 downloaded from the website shall be submitted in the form of D.D./Banker cheque in favour of M.D., RMSCL payable at Jaipur. The bidders are also required to deposit processing fee of Rs. 1000.00 in the form of D.D./Banker cheque in favour of M.D., RISL payable at Jaipur. The bid document cost, processing fee and bid security shall be deposited physically along with technical bid submissions sheet in the office of M.D., RMSCL, and Jaipur before the last date and time of bid submission.

8. Bids received after the specified time and date shall not be accepted/ opened.
9. The technical bids shall be opened at 3.00 PM on dated 06/02/2018 or as amended in the presence of the bidders or their representatives, who wish to be present.
10. The RMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason there for.
11. The bidders shall have to submit GST registration certificate from the concerned Tax officer or affidavit in BF-XIII.
12. The Bidders shall have to submit a Certification of Incorporation in case of Private Limited / Public Limited.
13. It is clarified that the information required in bidding document should be submitted only in enclosed format Bidding Form (BF-I to BF-XIII) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
14. Information of award of contract shall be communicated to all participating bidders on the **website www.rmhc.health.rajasthan.gov.in and sppp.raj.nic.in**. Please note that individual bidder will not be intimated.
15. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Note: - *If any amendment/clarification is carried out in the technical specifications and bid terms & conditions following pre-bid meeting or any other information, the same will also be uploaded on the Corporation website www.rmhc.health.rajasthan.gov.in, sppp.raj.nic.in and <https://eproc.rajasthan.gov.in> and will not be published in news papers. It will not be intimated to individual bidder. In case any inconvenience is felt, please contact over telephone number i.e. 0141-2223887 or queries may be e-mailed on address "edepmrhc-rj@nic.in".*

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



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

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No. F-8()RMSC/EPM/M-3/17-18/NIB- 297 / 40

Dated: 04/01/2018

TABLE-1

Equipment detail

Sr. No.	Equipment Name	Qty (in nos.)	Estimated Cost per Unit (in nos.)	Estimated Total Cost
1.	Audio Meter	12	1500000	18000000
2.	Cauty Machine	166	200000	33200000
3.	Ctmt Machine	19	200000	3800000
4.	Elisa Washer	39	150000	5850000
5.	Centrifuge Machine (8 Tube)	1154	20000	23080000
6.	Blood Gas Analyzer (Abg Machine)	42	300000	12600000
7.	150 Ma X-Ray Machine	16	225000	3600000
8.	Blood Component Separator	1	50000	50000
9.	Streak Retinoscope	48	25000	1200000
10.	O.T. Light Single Dome	238	75000	17850000
11.	Ecg Machine (Six Channel)	116	60000	6960000
12.	Bipolar Cautery Machine	3	200000	600000
13.	Ultra Sonic Piezo Type Scalar	19	50000	950000
14.	Corneal Topography	0	0	0
15.	Oxygen Concentrator	384	36000	13824000
16.	Plasma Sterilizer	2	3000000	6000000
17.	Autoclave Horizontal	61	10000	610000
18.	Ultrasound Therapy Machine	41	40000	1640000
19.	Light Cure Unit	7	15000	105000
20.	Echocardiography System	3	1100000	3300000
21.	C R System	69	350000	24150000
22.	Blood Collection Monitor	41	10000	410000
23.	Cold Light Source	33	250000	8250000
24.	300ma X-Ray Machine	163	425000	69275000
25.	Ecg Monitor	28	20000	560000
26.	Intensive Care Bed	240	55000	13200000
27.	Bone Drill System	23	100000	2300000
28.	Vitrectomy Machine	7	1200000	8400000
29.	Keratometer	54	120000	6480000
30.	Hand Pieces	8	20000	160000
31.	Centrifuge Machine (12 Tube)	154	25000	3850000
32.	Ophthalmoscope	52	12000	624000
33.	Multi-Para Monitor	432	65000	28080000
34.	Mobile (Portable) X-Ray Machine	47	225000	10575000
35.	Monocular Microscope	610	10000	6100000
36.	Mtp Suction Apparatus Electrically Operated	40	10000	400000

37.	Flame Photometer	15	30000	450000
38.	O.T. Light Double Dome	397	130000	51610000
39.	Single Puncture Laparoscope With Console Unit	157	1200000	188400000
40.	Wax Bath Machine	27	25000	675000
41.	Coagulation Analyzer	23	175000	4025000
42.	Automated Urine Analyzer	45	75000	3375000
43.	Operating Microscope	23	700000	16100000
44.	Defibrillator	366	200000	73200000
45.	Traction System	8	35000	280000
46.	Double Puncture Laparoscope With Console Unit	51	1200000	61200000
47.	70ma X-Ray Machine	6	225000	1350000
48.	Semi Automated Chemistry Analyzer	656	120000	78720000
49.	800ma X-Ray Machine	1	650000	650000
50.	Pulse Oxymeter	786	40000	31440000
51.	C-Arm Image Intensifier	22	1500000	33000000
52.	Water Bath	156	30000	4680000
53.	Blood Cell Counter - 5 Part	66	1000000	66000000
54.	Shortwave Diathermy	24	65000	1560000
55.	Vdrl Rotator (Rotor And Shaker)	176	15000	2640000
56.	Ventilator	311	1100000	342100000
57.	Binoocular Microscope	3067	30000	92010000
58.	Hydraulic Operation Table	433	200000	86600000
59.	Blood Bank Refrigerator	467	102000	47634000
60.	Bi-Pap Machine	18	70000	1260000
61.	Centrifuge Machine (36 Tubes)	30	50000	1500000
62.	Centrifuge Machine (6 Tube)	218	15000	3270000
63.	500ma X-Ray Machine	46	650000	29900000
64.	Laminar Flow	4	120000	480000
65.	Micropipettes	876	5000	4380000
66.	Elisa Readr With Washer	46	150000	6900000
67.	Eye Operating Microscope	67	700000	46900000
68.	A Scan Ultrasonic Biometer	56	150000	8400000
69.	C. T. Scanner	14	12000000	168000000
70.	Spot Light (Portable)	1296	10000	12960000
71.	Vessel Sealing System With Bipolar Plasma Resection	2	200000	400000
72.	Hemostasis Analyzer	0	0	0
73.	Phototherapy Unit	692	35000	24220000
74.	Clinical Specular Microscope	7	500000	3500000
75.	Radiant Heat Warmer	2651	60000	159060000
76.	Centrifuge Machine (16 Tube)	83	30000	2490000
77.	Indirect Ophthalmoscope	70	80000	5600000
78.	Phaco Emulsi Fication System	9	400000	3600000
79.	Slit Lamp	107	150000	16050000
80.	Anesthesia Machine	361	60000	21660000
81.	Blood Cell Counter - 3 Part	532	250000	133000000
82.	Cardioscope	3	20000	60000
83.	Esr Analyzer	22	30000	660000
84.	Boyles Apparatus	60	60000	3600000
85.	Tube Sealer For Blood Bags	59	30000	1770000
86.	Yag Laser	8	500000	4000000

87.	Platelet Incubator Cum Agitator	3	25000	75000
88.	C-Arm Machine	28	1500000	4200000
89.	Microplate Reader	1	150000	150000
90.	Syringe Infusion Pump	859	35000	30065000
91.	60ma X-Ray Machine	20	225000	4500000
92.	Ultrasonic Cleaner	1	50000	50000
93.	Hemoglobin Meter	1119	15000	16785000
94.	Blood Mixer (Roller Mixer)	177	15000	2655000
95.	Automatic Film Processor	29	120000	3480000
96.	Ecg Machine (Twelve Channel)	29	60000	1740000
97.	Elisa Reader	50	150000	7500000
98.	Blood Donor Couch	67	110000	7370000
99.	Hemoglobin Analyzer	205	15000	3075000
100.	Cooling Centrifuge	2	40000	80000
101.	Dental X-Ray Unit	20	125000	2500000
102.	Dental Drill Machine-Hand Piece	0	0	0
103.	Fiberoptic Laryngoscope	78	5000	390000
104.	Freezes	3636	25000	90900000
105.	Electric Weighing Machine	28	5000	140000
106.	Dental X-Ray Machine	139	125000	17375000
107.	Dental Chair Unit	190	100000	19000000
108.	Centrifuge Machine (24 Tubes)	33	45000	1485000
109.	Fogging Machine	238	30000	7140000
110.	Fetal Doppler	145	5000	725000
111.	Ecg Holter Electrocardiogram	0	0	0
112.	Infra Red Lamp	57	700	39900
113.	100ma X-Ray Machine	381	225000	85725000
114.	D R Systems	0	0	0
115.	Photoelectric Calorimeter	57	6000	342000
116.	Synoptophore	1	450000	450000
117.	Tonometer	79	60000	4740000
118.	Endoscope	27	1000000	27000000
119.	C-Pap Machine	25	34000	850000
120.	Suction Machine	2168	10000	21680000
121.	Foot Operated Suction Machine	1098	3500	3843000
122.	Digital Photo Calorimeter	22	6000	132000
123.	Cobalt Radiotherapy Machine	0	0	0
124.	Colorimeter	164	6000	984000
125.	Electric Ot Table	105	200000	21000000
126.	Labour Table	1184	30000	35520000
127.	Fully Automated Clinical Chemistry Analyzer	49	3500000	171500000
128.	Ecg Machine (Three Channel)	174	60000	10440000
129.	Ultra Sonography (Usg) & Colour Dopler Machine	129	1100000	141900000
130.	Defibrillator With Cardiac Monitor	143	200000	28600000
131.	Centrifuge Machine (4 Tube)	863	15000	12945000
132.	Autoclave Verticle	1536	10000	15360000
133.	Baby Weighing Machine	2619	5000	13095000
134.	20ma X-Ray Machine .	0	0	0
135.	Ent Patient Chair	0	0	0
136.	Horizontal Laminar Flow	24	120000	2880000

137.	Electrolyte Analyzer	44	300000	13200000
138.	Syringe Needle Destroyer	5931	1200	7117200
139.	Fetal Monitor	634	250000	158500000
140.	Ecg Machine (Single Channel)	578	60000	34680000
141.	Compressor	22	30000	660000
142.	Instrument Sterilizer	1923	5000	9615000
143.	Incubator	639	15000	9585000
144.	Nebulizer	912	2500	2280000
145.	Urine Test Strip Analyzer	6	75000	450000
146.	Hot Air Oven	319	10000	3190000
147.	Cpm-Continuous Passive Motion	28	30000	840000
148.	External Pacemaker	0	0	0
Total		48030		3285675100

Note:-

1. Above mentioned quantity of equipments in table-1 is as per E-Upkaran inventory data.
2. The Biomedical Equipments (as per Table-1) which have AMC/CMC/Guarantee at the time of rate contract, the maintenance cost of these equipments are not included in this contract. However the successful bidder shall be liable to ensure upkeep time declared in the bid for all Biomedical Equipment which have AMC/CMC/Guarantee during Rate Contract period.
3. The above estimated quantities in Table 1 are only indicative and may vary substantially the above estimated quantities are only indicative for executing rate contract for a specified period. No minimum quantity is guaranteed.
4. The rate contract will not be limited upto items mentioned in above table – 1. If items will be procured during the rate contract period, the same item will be added in the table.

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, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to connect 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, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the procuring entity, (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 is, 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.

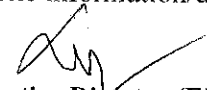
The Procuring Entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this bid document.

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 its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Procuring Entity or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with 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 a 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.


Executive Director (EPM),
Rajasthan Medical Services Corporation Limited.,
D-Block Swasthya Bhavan,, C-Scheme, Jaipur.



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No. F-8()RMSC/EPM/M-3/17-18/NIB- 297 /

Dated: 04/01/2018

SECTION-I: INSTRUCTION TO BIDDERS (ITB)


Before filling up of bid form, kindly go through the following instructions carefully so that your bid may not be considered invalid:

Clause No.	Description
1.	Only original service providers are invited to participate in the said bid.
2.	Go through the terms and conditions, annexure and other forms of the document carefully and meticulously.
3.	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 DSC. So that the confidentiality of our bid/ rates is maintained up to bid opening & that your documents are put to any misuse.
4.	Complaints lodged in RMSC should bear signature, name, Id proof and mobile number of the complainant. This is important as RMSC has received many complaints in the past on letter heads of certain companies who later on denied to have made the complaint upon their verification. Rather, a few companies have asked RMSC to take action against that person who have fraudulently made use of their letter heads. Therefore, unauthenticated complaints may not be acted upon.
5.	In case you are given any assurance of any advantage in RMSC, by anybody or if you are directly or indirectly threaten or intimated of harming your bidding & subsequent work in RMSC, please inform immediately about the same 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 can be taken against such person/institution and their details can be put on the website.
6.	It is advisable for you to authorize only those persons for RMSC bid who are employed in your company on salary basis.

7.	Certificates/Licenses/Documents which are required should be complete and updated.
8.	Bid form can be downloaded from " https:// eproc.rajasthan.gov.in. " The bid form fee @ Rs. 2000.00 downloaded from the website, 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 annexure-1) in any branch of the Punjab National Bank, Account no. 2246002100024414 anywhere in the country. The bidder shall submit scanned copy of all the Challans in Technical Bid through https://eproc.rajasthan.gov.in (Cover-A), or shall be submitted in the form of D.D./Banker cheque in favor of M.D., RMSCL M.D., RISL respectively (payable at Jaipur). The Bid form fee, processing fee and Bid Security shall be deposited physically in the office of M.D., RMSCL, Jaipur before the last date and time of bid submission.
9.	Bid form fees, RISL processing fees and bid security should be submitted separately for each bid. Bid form fees and RISL processing fees are non-refundable.
10.	The annual turnover of the bidder should be average Rs,10 crore rupees of previous 3 Financial years. Viz 2014-15, 2015-16 and 2016-17. In proof of turnover, copies of final account i.e. Trading Account, profit and loss account and Balance sheet will invariably be submitted along with bid. A certificate duly verified and signed by Chartered accountant in format BF-V is also required along with the bid, failing which bid will be rejected.
11.	Bid form must conform the terms & conditions of the bid documents and, Technical Bid in Cover-A& Financial Bid (BOQ) in Cover-B through e-procurement portal.
12.	Bid received after prescribed date and time will not be considered.
13.	A pre-bid Meeting will be held at 3.00 PM on dated 15/01/2018 in the Conference Hall of Rajasthan Medical Services corporation, D-Block, Swasthya Bhawan, Jaipur to clarify the issues and to answer the quarries on any matter that may be raised at that time of pre bid in reference to bid. The issues to be raised during pre-bid meeting should be referred by the bidder to M.D./E.D. (EPM), RMSC, Jaipur, in writing at least three days before the pre-bid meeting, so that these could be properly scrutinized. Representation regarding issues and quarries which are discussed in pre bid meeting shall be submitted within three days after pre bid. Representations received after three days of pre bid shall not be considered. 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.
14.	Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
15.	The bidding is for only rate contract for a period of 24 months.

16.	The technical bids shall be opened at 3.00 PM on dated 06/02/2018 or as amended in the presence of the Bidders or their representatives who wish to be present.
17.	The RMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
18.	The Bidders shall have to submit GST registration certificate from the concerned Commercial Taxes Officer or affidavit and the 'PAN' issued by Income Tax Department.
19.	The Bidders shall have to submit a Certification of Incorporation in case of Private Limited / Public Limited.
20.	It is clarified that the information required in bidding document should be submitted only in enclosed Bidding Form (BF-I to BF-XIII) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
21.	You are required to prepare a single PDF file for the entire bid document and then it should be 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.
22.	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites website 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.
23.	The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Note:- If any amendment is carried out in the bid specifications and terms & conditions following pre-bid meeting, the same will be uploaded on the departmental **website www.rmhc.health.rajasthan.gov.in, sppp.raj.nic.in and [https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in)** and will not be published in news papers. In case any inconvenience is felt, please contact on telephone number i.e. 0141-2223887 or queries may be e-mailed on address "edepmrmhc-rj@nic.in".


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



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



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

E-Mail -edepmrmisc-rj@nic.in

No. F-8()RMSC/EPM/M-3/17-18/NIB- 297 /

Dated: 04/01/2018

SECTION-II: BID DATA SHEET (BDS)

Table of Contents

S. No.	Description	Pages
1.	Introduction : Project Objectives	
2.	Bidding Document	
3.	Preparation of Bids	
4.	Submission and Opening of Bids	
5.	Evaluation and Comparison of Bids	
6.	Award of Contract	
7.	Redressal of Grievances during Procurement Process	

SECTION-II: BID DATA SHEET (BDS)

Clause No.	Description
1.	<p>Introduction: Project Objectives or Scope of work</p> <p><u>Name of Project: Biomedical Equipment Maintenance in Rajasthan.</u></p> <p>(i). To provide 24x7, 365 days uptime of 95% for each medical equipment in District Hospitals, SDHs, CHCs and PHCs. At no point of time in a single breakdown the breakdown should not be more than 4 days from the date and time of registration of fault. Uptime below 95% shall attract penalty.</p> <p>(ii). Biomedical Equipments which are already under AMC/CMC/Warranty or Guarantee form the supplier, the maintenance for these biomedical equipments shall be carried out by its respective supplier. For such biomedical equipments, the service provider (successful bidder) will interface with the supplier:-</p> <p style="padding-left: 40px;">a) To route the maintenance call to the supplier.</p> <p style="padding-left: 40px;">b) Capture the details of maintenance carried out by the supplier.</p> <p style="padding-left: 40px;">c) Provide all inventory and maintenance reports of these equipments.</p> <p>(iii). For all medical equipment that is under any form of AMC/CMC/Spares agreement or under guarantee, the state health department/RMSCL/ Medical Institute shall not be renewing the equipment specific maintenance contracts.</p> <p>(iv). The maintenance service provider shall not be including cost of maintaining any equipment which is under any kind of AMC/CMC/warranty/guarantee in its first proposal and cost of such equipment shall not be included till the time existing contract(s) with supplier(s) is valid for the respective equipment. The maintenance service provider may choose to take authorization for doing maintenance such equipment from existing AMC/CMC/warranty/guarantee contract holder(s) or may choose to get it done on behalf of RMSCL.</p> <p>(v). Maintenance costs for equipment that are currently in any AMC/CMC/ Warranty/ Guaranty contract shall be added by the service provider only after the expiry of contracts for the respective equipment.</p> <p>(vi). The Service Provider shall be responsible for coordinating with respective firms that supplied equipment and those are under AMC/CMC/Warranty/ Guarantee. The Service Provider shall intimate RMSCL.</p> <p>(vii). A toll-free phone number that connects to the Customer Call Centre should be acquired by the Service Provider. Maintenance service provider shall establish and operate an exclusive customer care centre, for 24X7 days of the week and</p>

365 days of the year, for accepting calls and managing the maintenance services. Call voice recording of unanswered calls shall be maintained. Unanswered calls shall be called back within 30 minutes..

- (viii). i) The Service Provider shall develop and provide their data as per the software compatibility. The Service Provider may give suggestions for updating the software periodically as per the requirement. Any hardware which requires replacement/upgradability with respect to the latest technological advancement, which in turn enables to make the medical and healthcare services under this Agreement faster and more efficient, shall also be suggested by the Service Provider during the Agreement period.
- ii) All service report will be uploaded to the Software and final approval of service report by MOIC will be done in the software itself.
- iii) If MOIC does't responds in 7 days complaint will automatically be closed.
- iv) The Service Provider shall submit all the weekly reports to review the progress of the operation of the services under this Agreement and to ascertain compliance with any of the requirements of this Agreement. Other reports or documents as required by the Authority from the Service Provider shall be provided time to time.
- v) Service provider will provide monthly report duly signed by the Health facility in-charge for all new equipment added with its cost in the software. This added inventory cost shall be included in the amount in monthly Invoices.
- (ix). The Service provider should identify each complaint through unique ID for all biomedical equipment of all DH/SDH/CHC/PHC via its e-Upkaran software.
- (x). The Intellectual Property Rights (IPR) of all information entered and or/generated by the E-Upkaran pertaining to the biomedical equipments located in Rajasthan state shall be solely owned by RMSCL.
- (xi). The service provider shall keep adequate and necessary stock of spares at all districts for resolution of service call within the stipulated time as per bid document.
- (xii). All tools and instruments including ladders and safety items (as per the Electrical Inspectorate rules) required for satisfactory executive of the job (cleaning, repair and maintenance) shall be provided by service provider. Any accidents due to the non-availability of the safety items will be the responsibility of the service provider.
- (xiii). Repairs to be under taken should be within specified configuration and maintaining the integration on internal circuit of equipment, any deviation on configuration/specification the repair will not be acceptable. After repairs, a certificate to the effect that the equipment is in working order and safe for

patient care and non-hazardous for the handler shall be submitted by the service provider.

- (xiv). In case, the service provider notices any equipment or any part of the equipment missing, the same shall be brought to the notice of the, PMO/Medical officer In-Charge and HOD of respective medical institute, otherwise responsibility for the same will be fixed on the service provider.
- (xv). The service provider shall ensure that all major spares used for maintenance are either procured from OEM of biomedical equipment or from OEM approved spares manufacturers or as approved by Purchaser. Valid documentation shall be kept by service provider.
- (xvi). The service provider shall carry out preventive maintenance and calibration of all biomedical equipments respectively as per norms of NABL/NABH/AERB or respective.
- (xvii). The service provider shall arrange an annual third party audit by a third party NABL or ILAC accredited laboratory must also be carried out for calibration processes of the maintenance service provider which would look into issues such as calibration of calibrating tools.
- (xviii). The service provider shall provide periodic training to end users on the appropriate use of biomedical equipments.
- (xix). The service provider will provide the schedule of Training, Preventive maintenance, Calibration in the first one month of the contract of the project.
- (xx). Agreed schedule between Service provider and tendering authority will be implemented in Software (e-Upkaran) and software will automatically raise notification for training, preventive maintenance and calibration as per the fixed schedule .
- (xxi). Thereafter service provider will provide monthly reports on the training, preventive maintenance and calibration and will also display monthly figures in the real time dashboard of e-Upkaran software.
- (xxii). The service provider shall provide adequate and necessary vehicles to transport spares and engineers to all locations where biomedical equipments are located at district level.
- (xxiii). The service provider shall identify and recommend biomedical equipments for condemnation as and when required during rate contract period as per based on following process:-
- As and when the service provider find equipment condemnable, the service provider will report condemnation request in e-Upkaran. MOIC and service provider will inform CMHO/PMO. As per GF&R rule CMHO/PMO will carry out the process for condemnation. If condemnation is approved by the survey/disposal committee, then

penalty will be closed from the date of condemnation request in e-Upkaran. The decision of survey/disposal committee will be final.

• **Provision for time bound condemnation by hospital authorities :**

The process for condemnation shall be completed within 3 months from the date of condemnation request in e-Upkaran by the service provider. If there is any delay in carrying out the process of condemnation at the level of MOIC/CMHO/PMO and the condemnation process has not been completed within 3 months from the date of condemnation request, the matter shall be brought into the notice of Director, Medical and Health, Rajasthan, Jaipur by the RMSCL.

Director, Medical and Health, Rajasthan, Jaipur shall initiate immediate disciplinary action against the concerned Medical Officers/CMHO/PMO as the case may be under Rule 17 of Rajasthan Civil Services (Classification, Control and Appeal) Rules 1958. Director, Medical and Health, Rajasthan, Jaipur should finalise the inquiry within 3 months and ensure disciplinary action against incumbent Medical officer/CMHO/PMO accordingly.

(xxiv). During rate contract period, all type of repair and maintenance work of Biomedical Equipments by service provider shall be verified, monitored and overlooked by Zonal Biomedical Engineers (RMSCL Employees).

(xxv). The CMC Service Provider shall at all times comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment, all general public general and national laws and the requirements of competent and/ or Regulatory Authority whose jurisdiction applies in the area where the services are being provided.

(xxvi). The maintenance service provider shall have no obligation to repair any equipment damaged by the user either accidentally (such as falling of equipment on ground) or willfully at the facility. If requisition for repair of such equipment is made, the maintenance service provider shall have the right to invoice it to the contracting authority annually or on case to case basis as mutually decided by committee appointed by the approved authority (members are Zonal biomedical Engineers and respective Health Facility Officers).

(xxvii). The maintenance service provider shall repair all dysfunctional equipment in E-Upkaran software in first month of the date of commencement of the Contract. In such case Government reserves the right to cross verify the equipment to ascertain. The final decision of the Condemnation committee whether the equipment can be condemned or repair rests with the RMSCL and shall be binding on the service provider.

	(xxvi) The Procuring Entity is:- Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, Tilak Marg, 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
1.2	The rate contract period shall be 24 months.
2.	Bidding document
2.1	Bids are invited from Original Service Provider for Repair and Maintenance of Biomedical Equipments.
2.2	The price of the bidding document is:- Rs. 2000.
2.3	RISL processing fee:- Rs. 1000.00
2.4	Bid Security:- Rs. 32 Lacs
2.5	The Pre-bid meeting will be held at 03:00pm on 15/01/2018 in Conference Hall, R.M.S.C., D-Block, Swasthya Bhawan, C-Scheme, Jaipur
2.6	Last date & Time for submission of Bids:-on dated 05/02/2018 up to 06.00 P.M. Date & Time of opening of (Technical Bid) Bids:-on dated 06/02/2018 up to 03.00 P.M.
2.7	Joint venture/Sub-letting will not be allowed.
	Address for Correspondence and Clarifications:- Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, Tilak Marg, 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.	Preparation of Bids
3.1	The language of the Bid is both English and Hindi. The Bidder shall upload with its Technical Bid Submission Sheet (BF-II) the following documents: 1. Bid Security, RISL Processing fee and Bid document cost (Copy of Challan/DD/Banker Cheque) 2. In case of Private Limited / Public Limited, Certification of Incorporation. 3. In case of Proprietary firm, Registration with Commercial Tax/ Service Tax Department/Central Customs Department. 4. The average turnover of previous 3 financial years i.e. 2014-15, 2015-16 and 2016-17 should be Rs. 10 crore. (BF-V) 5. Declaration by the Bidder Regarding Qualifications (BF-XVI) 6. Declaration of Service Provider for Repair and Maintenance of Biomedical Equipment. (BF-XVII) 7. The bidders shall have to submit GST registration certificate from the concerned Tax officer or affidavit in BF-XIII. 8. Any other required.

3.2	The Bidder shall physically submit with its Financial Bid Submission Sheet (BF-III) the following documents: 1. Financial bid submission sheet (Original copy) 2. DD/Banker Cheque for Bid Security, RISL processing fee and bid documents cost as per instructions given in ITB clause no.7.
3.3	Alternative Bids are not permitted.
3.4	Discounts or award of combination of lots shall not be offered.
3.5	Bid price should be quoted in-terms of percentage of total book value of equipment and machinery as indicate in table-1 or appended table-1(If new equipment and machinery will be procured and added into list), as the case may be.
3.7	The prices quoted by the Bidder shall be fixed for entire contractual period. The Contract Price shall be fixed for a rate contract period of 24 months of Repair and Maintenance of Biomedical Equipment.
3.8	The currency of the Bid shall be the Indian Rupees.
3.9	The Bid validity period shall be 120 days from the opening of Technical Bid.
3.10	(a) A Bid Security/ Bid Securing Declaration shall be required.
	(b) Bid Security shall be required, the amount and currency of the Bid Security shall be Rs. 32 Lacs
3.11	The scanned copy of complete Bid document filled and signed on each and every page as per ITB and other requirements shall be electronically uploaded on website https://eproc.rajasthan.gov.in within the prescribed Bid submission period. Please note that physical submission of bid document shall not be accepted.
3.12	Any Authorisation to sign on behalf of the Bidder shall consist of Power of Attorney by the Bidder or the change in bidder shall be resolved in the board of firm/ company which shall be immediately communicated to the corporation.
4.	Submission and Opening of Bids
4.1	The address of Procuring Entity's for Bid submission purposes is:- Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, Tilak Marg, 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 The electronic submission of bid is mandatory; the address of the web portal is http://eproc.rajasthan.gov.in .
4.2	The deadline for Bid submission is: Date: 05/02/2018 Time. 06:00 PM
4.3	The Bid opening- Bids will be opened on 06/02/2018 at 3:00 PM at place: Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Pin. 302005

	<p>Tel. No. 0141-2228066 Fax No. 0141-2228065, 0141-2223887 Email Address:- mdrmsc@nic.in, edepmrmssc-tj@nic.in</p>
5.	Evaluation and Comparison of Bids
5.1	The Price Preference shall apply as per GCC and SCC provisions.
6.	Award of Contract
6.1	<p>(1) The quantities mentioned in Table-1 are only indicative and may vary substantially the above estimated quantities are only indicative. No minimum quantity is guaranteed.</p> <p>(2) The quantity can be divided among more than one Bidder at the price of the lowest evaluated Bid as per clause-GCC-24 provision of parallel rate contract.</p>
6.2	The period within which the contract agreement is to be executed and Performance Security is to be submitted is 15 days.
6.3	The Performance Security shall be required as per GCC-10 (iii) @5 % of the value of the contract. The performance security can be submitted in form of bank Guarantee of any scheduled bank.
7.	Redressal Grievances during Procurement Process
7.1	<p>(1) The designation and address of First Appellate Authority is:- Secretary, Department of Medical & Health (MD, NHM), Swasthya Bhawan, C-Scheme, Jaipur or as decided by the Govt. of Rajasthan. Telephone No. 0141-2221590</p> <p>(2) The Designation and address of the Second Appellate Authority is Principal Secretary, Medical, Health & Family Welfare, II Floor, Room No.5213, Secretariat, Govt. of Rajasthan, Jaipur or as decided by the Govt. of Rajasthan. Telephone No. 0141-2227132</p>
7.2	<p>Name & Address of the Bidder: Name and Designation..... M/S</p> <p>..... Telephone No.....</p> <p>Telegram Code Fax No.</p> <p>Mobile No</p> <p>E-mail address</p>



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



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SECTION III: EVALUATION AND QUALIFICATION CRITERIA

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S. No.	Description	Pages
1.	Evaluation Criteria	
2.	Qualification Criteria	

SECTION III: EVALUATION AND QUALIFICATION CRITERIA

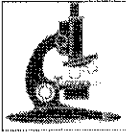
1. Evaluation criteria

Clause No.	Description
1.	Scope
1.1	Local handling and other expenses: - In Financial bid, the quoted price in BOQ, shall include the total expenditure in maintenance of Biomedical Equipment according to the specifications provided, fitting it with specified Equipment; the capital expenditure for the Centralised Call Centre like hardware, software, furniture, fixture etc; expenses incurred for developing/ obtaining standard operating protocols and procedure documents; district mapping; and any other related costs, should also be included. The recurring expenses shall include Centralised Call Centre staff salary, rent of premises where Centralised Call Centre is situated, Service staff salary, maintenance cost of test equipment, running cost for vehicles, cost of consumables and tools, mobile telephone expense, fuel expenses, training, maintenance of service centres including, telephone, power, water, air conditioning charges, and any other recurring expenses and all other related cost and expenses, should also be included.
1.2	Minor omission and missing items:- 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.
2.	Technical Criteria:- The minimum technical level of repair & maintenance services shall have in order to comply with the point no. 3.1 of Section V schedule of repair & maintenance is specified. These criteria are evaluated on a pass-fail system, with a minimum acceptable level for each criteria enumerated in technical criteria of bidder. However, a minor deficiency in technical compliance may not be cause for rejection of the Bid.
3.	Economic Criteria:- The economic criteria are most important when evaluating a Bid.
3.1	Adjustment for deviation from the terms of payments:- The deviation from the terms of payments as specified in conditions of contract are not permitted. No any advance will be given.
3.2	Adjustment for deviations in the spare parts delivery and completion of maintenance schedule:- The deviation from the delivery schedule specified in Section V, will not be permitted.
3.3	Spare parts:- The spare parts which used for maintenance are either procured from OEM of biomedical equipment or from OEM approved spares manufacturers or as approved by Purchaser. Valid documentation shall be kept by service provider.
3.4	Standard and Performance of repair and maintenance:- The Standard and performance of repair and maintenance of the biomedical equipments shall be as per the reference value or norms specified in technical criteria of firm.
4.	Price Description:-
4.1	GST, as applicable, should be mentioned clearly and separately.
4.2	GST, if exempted, it should be specified in BF-IV/BOQ.

2. Qualification Criteria

The lowest evaluated bidder shall have the necessary Qualifications to successfully fulfill its obligation under the contract. The MD, RMSCL with the help of Technical Committees and Purchase Committee specified the Qualification Criteria. Minimum acceptable levels with regards to Bidder's experience in service of goods with comparable technical parameters, its manufacturing and installation capacity, its financial capability and other factors are defined.

Clause No.	Description
1.	Bidder:- Only original service providers may participate in said Bid.
2.	Size of operation:- The minimum average gross annual turnover for last three financial year i.e 2014-15, 2015-16 and 2016-17 must be Rs. 10 Crore.
3.	Contractual experience:- The bidder shall be an original service provider for Repair and Maintenance, who should be an individual company/Firm/Co-operative Society (Consortiums or Joint Ventures are not allowed). Sub-letting of the contract shall not be permitted.
4.	Technical experience:- The Bidder should have experience of similar projects of minimum 5,000 Beds for a period of at least 2 years on the date of opening of Bid in repair & maintenance of Biomedical Equipment. Out of which, the bidder should have executed at least five (05) maintenance projects of biomedical equipments maintenance in at least 250 bedded multi specialty hospitals, in the preceding three financial years, in Rajasthan or other states of India. P.O. copy/ work order or Invoice copy and satisfactory completion certificate with Satisfactory work performance certificate issued by client should be submitted in technical bid for the same. The bidder should have been in experience for a period of at least 3 years in repair & maintenance of Biomedical Equipments. P.O. copy/ work order or invoices should be submitted in technical bid for the same.
5.	Litigation history:- The Bidder Should not be declared as debarred/Black-listed. If after opening technical bid and during the period of contract, the bidder will be found as Black-listed or Debarred, the contract may be cancelled giving an opportunity for hearing.
6.	Tax clearance certificates:- GST registration certificate from concerned authority must be attached/uploaded with bid.
7.	Declaration regarding qualifications under Section 7 of the Act:- Declaration regarding qualifications of the Bidder as required under Section 7 of the Act shall be given in specified format provided in Section IV, Bidding Forms.



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



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SECTION IV: BIDDING FORMS

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S. No.	Name of Bidding Forms (BF)	Pages
1.	Bank Challan Form/ Bid Security (BF-I)	
2.	Technical Bid Submission Sheet (BF-II)	
3.	Financial Bid Submission Sheet (BF-III)	
4.	Financial Bid Format (BOQ) (BF-IV)	
5.	Annual Turnover Statement (BF-V)	
6.	Statement of Past supplies and Performance (BF-VI)	
7.	Pre-stamp receipt (BF-VII)	
8.	Declaration (BF-VIII)	
9.	Memorandum of Appeal under RTPPA, 2012 (Form No. 1) (BF-IX)	
10.	Declaration by the Bidder regarding qualifications (BF-X)	
11.	Declaration by bidder (BF-XI)	
12.	Verification (BF-XII)	
13.	Bidder Capacity Declaration and Undertaking (BF-XIII)	

CAUTION : USE "FCMBR" MENU OPTION IN FINACLE INSTEAD OF "FM"

Bank Copy

punjab national bank

DIST. NO.

Branch
 Institute Name
 Institute ID

Rajasthan Medical Services Corporation, Jaipur
 RMSCJ - A/c No. 2246002100024414

Date of Deposit DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name
 Tender Ref. No.
 Type of Deposit
 Mobile No.

Select any one out of - Tender Fees/EMD/SD/Tender Processing fees/Others

Cash Deposit:

Denomination	₹	Ps
1000 *		
500 *		
100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
Total		

Total fee payable ₹
 Commission ₹
 Total amount ₹

Amount (in words): ₹

Name of the Depositor
 Signature
 Address for communication

For Bank use only

Acknowledgement

S. M.

Cashier/Officer

Customer Copy

punjab national bank

DIST. NO.

Branch
 Institute Name
 Institute ID

Rajasthan Medical Services Corporation, Jaipur
 RMSCJ - A/c No. 2246002100024414

Date of Deposit DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name
 Tender Ref. No.
 Type of Deposit
 Mobile No.

Select any one out of - Tender Fees/EMD/SD/Tender Processing fees/Others

Cash Deposit:

Denomination	₹	Ps
1000 *		
500 *		
100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
Total		

Total fee payable ₹
 Commission ₹
 Total amount ₹

Amount (in words): ₹

Name of the Depositor
 Signature
 Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

(To be submitted all Firms' letter head)

Technical Bid Submission Sheet (Cover A)

Date:.....

NIB No.....

To: Managing Director,
 Rajasthan Medical Services Corporation Limited,
 D-Block, Swasthya Bhawan, Tilak Marg,
 C-Scheme, Jaipur (Rajasthan) Pin. 302005
 Tel. No. 0141-2228066
 Fax No. 0141-2228065, 0141-2223887
 Email Address:- mdrmsc@nic.in

We, the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Document of NIB no.....dated.....including Addenda/Clarification No.:.....
 We offer to service in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V, Schedule of repair and maintenance of biomedical equipments in Rajasthan.
2. 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, validity may also be extended with mutual consent;
3. If our Bid is accepted, we commit to submit a Performance Security at the rate of 5% percent of the contract value.
4. Our firm, including any subcontractors or service provider for any part of the contract, have nationalities from the eligible countries;
5. I/We are not participating, as Bidders, in more than one Bid in this bidding process, in the bidding document;
6. Our firm, its affiliates or subsidiaries, including any subcontractors or service providers has not been debarred by the State Government or the Procuring Entity;
7. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
8. I/We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive;
9. I/We agree to permit the M.D., RMSCL or its 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;
10. 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 bidding document in this procurement process and in execution of the contract;

11. I/We shall fully comply with the technical Criteria for repair and maintenance of biomedical equipment as per Bid Document Section V, schedule of repair and Maintenance..
12. **The following mandatory documents are uploaded on e-procurement portal along with this Technical Bid Submission Sheet. The following documents/certificates/requirements are uploaded on e-procurement portal/ fulfilled :-**
- i. Cost of bid document, processing fee and bid security;
 - ii. In case of Private Limited/ Public Limited, valid Certification of Incorporation;
 - iii. In case of Proprietary firm, valid Registration with Commercial Tax, Services Tax department.
 - iv. Bidders shall have to submit a valid GST registration certificate issued by concerned authority and affidavit in BF-XIII.
 - v. The Bidder should have experience of similar projects of minimum 5,000 Beds for a period of at least 2 years on the date of opening of Bid in repair & maintenance of Biomedical Equipment. Out of which, the bidder should have executed at least five (05) maintenance projects of biomedical equipments maintenance in at least 250 bedded multi specialty hospitals, in the preceding three financial years, in Rajasthan or other states of India. P.O. copy/ work order or Invoice copy and satisfactory completion certificate with satisfactory work performance certificate issued by client should be submitted in technical bid for the same. The bidder should have been in experience for a period of at least 3 years in repair & maintenance of Biomedical Equipments. P.O. copy/ work order or invoices should be submitted in technical bid for the same.
 - vii The average annual turnover of the bidder shall be Rs. 10 Crore of previous 3 Financial year i.e. 2014-15, 2015-16 and 2016-17 (BF-V);
 - viii Duly signed scanned copy of Section VI A and VI B, as acceptance of terms & conditions;
 - ix Any other documents.....

I/we understand that our bid will liable to be declared non responsive in case of any deficiency in fulfilment of above requirements on our part.

13. I/we accept all the terms, conditions and provisions of this bid document.

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:.....

*(To be submitted physically along with required fees)***Financial/Price Bid Submission Sheet (Cover B)**

Date:.....

NIB No.....

To: Managing Director,
Rajasthan Medical Services Corporation Limited,
D-Block, Swasthya Bhawan, Tilak Marg,
C-Scheme, Jaipur (Rajasthan) Pin. 302005
Tel. No. 0141-2228066
Fax No. 0141-2228065, 0141-2223887
Email Address:- mdrmsc@nic.in

I/We, the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Document, including Addenda No.:.....;
2. I/We offer to provide Biomedical Equipment Maintenance Services through Service Provider across Rajasthan that would be accessible through a 24-hour toll free number (Centralized Call Center) with the Bidding Document and in accordance with the schedule specified in Section V, Schedule of repair and maintenance for Biomedical Equipments;
3. The prices for repair and maintenance of biomedical equipments is uploaded as in percentage electronically in BOQ on website <https://eproc.rajasthan.gov.in> as per instructions provided;
4. The uploaded financial Bid checked, confirmed and found as per Bid instructions;
5. The copy of Challan or /DD/Banker Cheque as per ITB clause 7 with respect to Bid Security, cost of bidding document and RISL processing fee are enclosed as detailed below:-
 - (i) Bid Security.....32.00 Lacs.....
 - (ii) Cost of bidding document.....2000/-.....
 - (iii) RISL processing fee.....1000/-.....
6. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
7. I/We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive;
8. I/We agree to permit the M.D., RMSCL or its 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;
9. I/We accept all the terms, conditions and provisions of this bid document.

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:.....

Financial bid for quoted item

S. N.	Name Item With full Specification(described in section V.3)	Approx Value of Biomedical Equipment	Net Rate in percentage for col. 2 (%)	Rate of GST, in percentage, if applicable (%)
1	2	3	4	5
1.	Repair and Maintenance of biomedical equipments as per table -1 but not limited to	As per table-1		

Note:- The Net Rate in percentage for col.2 is indicate the percentage for Estimated Total Value of biomedical Equipments as per table-1 : Rs. 328 Crore in BOQ.

Date

Signature

Name in Capitals
Company /Firm Seal

Note: -

1. Service component should be separately shown as percentage in column no.4.
2. No quantity or cash discounts should be offered.
3. Read all the terms & conditions before filling the BF-IV.
4. Please quote rates in percentage term only.

(On Firm's letter head)

Annual turn over statement

[Ref. Clause No. 6(ix)]

The Average Annual Turnover of M/s.....(Name of Firm/Bidder)..... and address for the previous three years are given below and certified that the statement is true and correct:-

Sl. NO.	Financial Years	Turnover in Crore (Rs)
1.	2014-15	-
2.	2015-16	-
3.	2016-17	-
Total		- Rs. _____ Crore
Average annual turnover		- Rs. _____ Crore

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 performance

I/We..... *(Name of firm.....)* do hereby certify that we have repair and maintenance contracts of biomedical equipments as per details given below:-

Financial year	Order placed by [full address of purchaser with telephone & fax no.]	Order No. and date	Description and total quantity equipments	Date of completion contract (As per contract)		Remarks indicating reasons for discontinue maintenance contract, if any	Was repair and maintenance work satisfactory?
In previous three financial year (as per BF-VII)							

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.

Place :

Date :

Signature of Bidder with Seal

(On Firm's letter head)

pre- stamp receipt

I/We received an amount of Rs.....nil..... from The Managing Director, Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur, through DD/BC No.nil.....dated.....nil.....or RTGS etc. as details for payment is given below:

1. Name of service provider.....
2. Name & address of Firm.....
3. Name of bank & branch.....
4. Bank a/c type : Saving/Current/Over Draft/.....
5. Bank a/c number.....
6. Bank branch MICR Code.....
7. RTGS/IFCS Code.....
8. NEFT/IFCS Code.....
9. PAN NO.
10. Bank contact person's name & Mobile no. :

This amount is received against refund of bid security of bid no. ...nil.....dated ...nil.....
and sanction No.nil..... Datednil.....

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal

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

Declaration

I/We M/s. represented by its Proprietor/managing Partner/Managing Director having its Registered Office at do declare that I/we have carefully read all the conditions and scope of work of bid no. Dated.....including all the amendments in..... Ref.for repair and maintenance of biomedical equipments for the year 2018-19 and 2019-20 and accepts 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 us 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, GCC/SCC and other relevant documents.

Signature & Seal of bidder
Name & Address:

Note:- To be attested by the Notary

(On Firm's letter head)

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

[See rule 83 of RTPP and GCC No.-36 (V)]

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

(Shall be submitted on letter head of firm)

Declaration by the Bidder regarding Qualifications

In relation to my /our bid submitted to Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, C-Scheme, Jaipur-302005 for repair and maintenance of biomedical equipments in response to their Notice Inviting Bids No..... Dated.....I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/We possess the necessary professional, technical ,financial and managerial resources and competence required by the bidding document issued by the Procuring Entity;
2. 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 bidding document;
3. 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 the subjected of legal proceedings for any of the foregoing reasons;
4. 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 professional conduct or the making of false statements 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;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

(Shall be submitted on letter head of firm)

Declaration by bidder

Date: _____

NIB No.: _____

I/We a legally constituted firm/body.....*(Name of Firm/Company with address)*..... and represented by Mr.....*(Name of Bidder/Sale proprietor/CMD/Chairman)*.....
_____ declare that I am/ we are original service provider for repair and maintenance of biomedical equipments for which I/We have 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.

I/we further declare that the repair and maintenance of biomedical equipments as per table-1 shall be done as per scope of work and bid conditions with specified norms.

Signed.....

Name.....

In the capacity of.....

Duly authorized to sign the Authorization for and on behalf of.....*(Name of Service proprietor /Firm/Company)*.....

Tel:

Fax:

E-mail:

Date:

(Shall be submitted on letter head of firm)

Verification

I/we.....S/o.....Aged.....year
residing at Authorized Bidder/Proprietor/
Partner/Director of Firm M/s..... Verify and confirm that the contents
of bidding documents, its bidding forms BF-I to BF-XII and other information submitted for BID no.
..... are true and correct to the best of my knowledge and nothing has been concealed therein.

May God help me?

Signature of Bidder.....
Name:
Address:
Mobile No.....
E-mail address.....

(On Firm's letter head)

Bidder Capacity Declaration and Undertaking

(Section VI-A-GCC-Clause No. 2.6 (viii))

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

1. I/We..... *(Name of firm)*..... do hereby declare that we have enough capacity to maintain repair and maintenance work of biomedical equipments of quoted item in specified in the bid as detailed below:-

S. No.	Item description	Total qty. of Equipments. (in nos.)	Capacity to maintain Biomedical Equipments During contract period (in nos.)
1	2	3	4
<i>1</i>	As per Table-1	As per Table-1	

2. I/We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone then charged from RMSCL.
3. I/We do hereby undertake to provide 24x7, 365 days uptime of 95% of each medical equipment in District Hospitals, SDH, CHCs and PHCs. At no point of time in a single breakdown the breakdown should not be more than 4 days from the date and time of registration of fault.
4. (a) I/We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any State Govt. or their subordinate departments from participation in bidding.
- (b) 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 item.....:
 - (iii.) Period of black listing/banning/Debarring.
 - (v.) Latest Status of black listing/banning/Debarring.
5. I/We hereby confirm that we have valid GST registration with competent authority. A copy of the certificate is enclosed with this bid.

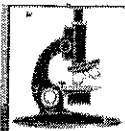
Signature of Authorized Signatory

Name and Signature of Bidder

Place :

Designation with seal

Date :



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



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

E-Mail - edepmrmisc-ri@nic.in

SECTION V: SCHEDULE OF REPAIR AND MAINTENANCE

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S. No.	Description	Pages
1.	List of Related Services	
2.	Execution schedule of repair and maintenance	
3.	Technical Criteria of firm	
4.	Drawings	
5.	Inspections and Tests	



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



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

E-Mail –edepmrmisc-ri@nic.in

SECTION V: SCHEDULE OF REPAIR AND MAINTENACE

Clause No.	Description
1	List of related services:
1.1	As per Section II.(1) Bid Data Sheet
2	Execution schedule of repair and maintenance:
2.1	Work orders and repair and maintenance schedule:
2.1.1	The successful bidder will execute and setup of Service Centre with all facilities, Centralize Call Centre etc. within a period of 30 days from the date of dispatch of LOI. In the event of failure to execute the instructions in LOI. The entire bid security submitted by the Selected Bidder shall be forfeited.
2.1.2	Work order will be placed through registered post/e-mail/any communication medium by the corporation. The date of dispatch of Work Order will be treated as the date of order for calculating the period of execution of order.
2.1.3	In any circumstances, no additional time will be given in addition to above mentioned period, as mentioned in condition No. 2.1.1 above.
2.1.4	The successful bidder acknowledges receipt of orders within 7 days from the date of dispatch of order.
2.1.5	The service provider shall be done repairing / maintenance / calibration etc. of biomedical equipments at institute level. If any situation, biomedical equipment needs to take at workshop, the service provider shall be provided alternate option for smooth and continues working.
2.1.6	To ensure sustained repair and maintenance work without any interruption, the M.D., RMSCL reserves the right to have more than one approved bidder from amongst the qualified bidders.
2.1.7	The quantities indicated in the Table-1 are mere estimates and are intended to give an idea to the prospective bidder.
2.2	Procuring entity's right to vary quantity:
2.2.1	The Procuring entity shall have the right to increase the number of Equipment beyond the present number (as per Table-1) from the date of execution of the Agreement. In the event of any such increase in the number of Equipment by the Procuring entity, the service provider shall operate and maintain the additional Equipment till the remaining term/duration of the Agreement, as part of the existing scope of work and upon the same terms and condition as specified in the Agreement.

2.3	Accept or Rejection any or all Bid:
2.3.1	Notwithstanding anything contained in this Bid, 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 without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Procuring entity rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.
2.3.2	The Procuring entity reserves the right to reject any bid if: (a) at any time, a material misrepresentation is made or uncovered, (b) The Bidder does not provide, within the time specified by the Procuring entity, the supplemental information sought by the Procuring entity for evaluation of the Bid.
2.3.3	In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOI or entering into of the Agreement, and if the Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid, be liable to be terminated, by a communication in writing by the Procuring entity to the Bidder, without the Procuring entity being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Procuring entity may have under this Bid, the bidding documents, the Agreement or under applicable law.
2.3.4	The Procuring entity reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid. Any such verification or lack of such verification by the Procuring entity shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Procuring entity there under.
2.4	Terms of payment:
2.4.1	The payment/part payment for the repair and maintenance of biomedical equipments will be made as follows: <ul style="list-style-type: none"> • The Payment will be made on monthly basis dividing the approved rate by 12 months. Means the annual amount will be paid in equal 12 installments. • The successful bidder will have to submit bill for payment before 10th day of succeeding month in the manner indicated in above point. • Monthly payment can be made either Cheque or though RTGS or through Treasury transfer. • No advance payment will be allowed. • TDS/TCS will be deducted as per acts/rules applicable during the contract period. • If any Tax/Cess/Increase or decrease in tax rates will come into force under any Act/law of central government / State Government, same will be levied and payable or adjustable as the case may be. • The amount of penalties will be adjusted against the amount of current payment bill. • If penalty amount could not be adjusted from the current payment bill, the remaining amount can be adjusted from next payment bills or from security deposit.
2.5	Penalty Clause:
2.5.1	As per Section VI A- 8 GCC

2.6	Recoveries:
2.6.1	If any biomedical equipment is completely down /become Dis-functional due to repair/ maintenance/ calibration etc or due to use of local spare parts or consumables, the service provider will be responsible. If the same equipment is got repaired at the level of RMSCL in that case the amount actually paid will be recovered/deducted from the current payment bills or performance security of service provider.

3. Bidders obligations:

S. No.	Description
3.1	The successful bidder should establish and operate an exclusive 24x7-customer care centre with accessible through "Centralized toll free number" for accepting user calls and managing the maintenance services.
3.2	The service provider should identify and respond to requests seeking maintenance of all Biomedical Equipment available in the district/sub district/state up to the level of Primary Health Centre (PHC) through the Complaint ID via E-Upkaran Software.
3.3	The service provider shall keep adequate and necessary stock of spares at all districts for resolution of service call within the stipulated time as per bid document.
3.4	The service provider should provide categorization of all equipment, clearly identifying critical equipment.
3.5	Bidders are requested to send with bid, printed descriptive literature of the Company profile. Including list of existing engineers and vehicles to transport for assurance of smooth services at their current on-going organization.
	(i) Bidders are requested to send with bid, printed descriptive literature of the Company profile.
	(ii) If Bidder have rate contract for repair & maintenance of biomedical equipments with any other Govt. institutions in proceeding five years, he may be asked to provide copies of purchase/work orders, invoices and rate contract.

4. Drawings, if any.

5. Inspection and Tests.

Clause No.	Description
5.1	Inspection of facilities and quality of service:
5.1.1	The customer care centre, service centre equipments and quality of service at medical institute shall be according to points mentioned at Section II, Bid Data Sheet clause 1 (Introduction: Project Objectives or Scope of work) and Section V, schedule of repair and maintenance clause 3 (Technical Criteria for bidder and required facilities) shall be inspected by the Biomedical Engineers (RMSCL employees)/ committee as mentioned in the work order or amended thereafter by competent authority.
5.1.2	In case of doubts in inspection related to facilities or quality of services or both, the service provider shall resolve all the gaps within specified time period, provided by Biomedical Engineers (RMSCL employees)/ committee as mentioned in the work order or amended thereafter by competent authority. A re-inspection may be done after specified time period. If service provider does not maintain gaps or doubts in specified time period then the service provider shall be responsible for this.



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



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

E-Mail - edepmrmc-ri@nic.in

SECTION VI A: GENERAL CONDITIONS RATE CONTRACT (GCC)

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S. No.	Description
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4.	FORFEITURE OF BID SECURITY
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12.	CORRECTION OF ARITHMETIC ERRORS
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15.	VALIDITY OF BID
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20.	COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST
21.	DISPUTE SETTLEMENT MECHANISM
22.	OTHER CLAUSES
23.	JURISDICTION



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



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

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SECTION VI A:-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 the M.D., Rajasthan Medical Services Corporation Limited, Rajasthan, and Jaipur before submitting bids and obtain clarifications. The decision of the M.D., RMSCL shall be final and binding on the bidder. The clauses of terms & conditions are as follows:-

Clause No.	Description
1.	Definitions: The following words and expressions shall have the meanings hereby assigned to them: 'Act'. Means the Rajasthan Transparency in Public Procurement Act, 2013. 'Rules' Means the Rajasthan Transparency in Public Procurement Rules, 2013. 'Completion' Means the fulfilment of the repair & maintenance Services by the service provider in accordance with the terms and conditions set forth in the contract. "Contract" Means the Agreement entered into between the Procuring Entity and Service provider, together with the contract documents referred to therein, including all attachments, appendices, criteria and codes and all documents incorporated by reference therein. "Contract Documents" Means the documents listed in the Agreement, including any amendments thereto. "Contract Price/Rate" Means the price payable to the service provider as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the contract. "Day" Means calendar day. "GCC" Means the General Conditions of rate Contract. "SCC" Means the Special Conditions of rate Contract". "Procuring Entity" Means the Entity purchasing the Goods and Related Services, M.D., RMSCL or as specified in the SCC. "Service provider" 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 successor.
2.	General terms:
2.1	Only original service provider are invited to participate in the said bid. (Bidder shall submit declaration in BF-VIII, BF-X and BF-XI)
2.2	E-bid shall be submitted up to 6.00 PM on dated 05.02.2018 . 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 for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the Bid Inviting Authority.

2.3	Repair & maintenance service shall be made directly to medical institute by the service provider.
2.4	Bid shall be submitted to M.D., Rajasthan Medical Services Corporation, Rajasthan, Jaipur through https://eproc.rajasthan.gov.in .
2.5	<p>The bidder shall submit following certificates along with the bid the:-</p> <p>(i) Bid security, cost of bid document and processing fee shall be deposited through separate prescribed challans (format enclosed in BF-I) in any branch of the Punjab National Bank, Account no. 2246002100024414 throughout the country. The bidder shall submit scanned copy of the challans in the technical Bid (Cover-A).</p> <p style="text-align: center;">OR</p> <p>The cost of bid document amounting to Rs. 2000.00 uploaded on the above website shall be submitted in form of D.D./Banker's cheque in favour of M.D., RMSCL payable at Jaipur. The bidder is also required to deposit processing fee of Rs. 1000.00 in form of D.D./Banker's cheque in favour of M.D., RISL payable at Jaipur. The cost of bid document, processing fee and bid security shall be deposited physically in the office of M.D., RMSCL, Jaipur before the last date and time of bid submission and are non refundable.</p> <p>(ii) If bidder is Private Limited/ Public Limited company, certificate of Incorporation should be submitted in technical Bid.</p> <p>(iii) Firm should submit copy of the registration with Central Tax Department/ Service Tax Department, as per provisions of respective Act/ Rules.</p> <p>(iv) Copies of annual accounts (Balance Sheet & Profit & Loss statements) certified by the auditors for the preceding three financial year.</p> <p>(v) The declaration from the bidder regarding qualifications.(BF-X)</p> <p>(vi) A combined undertaking/declaration regarding capacity to maintain repair and maintenance services of biomedical equipments installed at various institutions, that the bidder is not black listed or banned or debarred by central or any state government or its append gages, on Non-Judicial stamp-paper of Rs. 100/- in prescribed format (BF-XIII), duly notarized in the bid.</p> <p>The following documents are mandatory and shall be uploaded on e-procurement portal along with Technical Bid Submission Sheet. If the following documents/certificates/requirements are not uploaded on portal/ full filled , the bid will liable to be declared non responsive:-</p> <p>i. Cost of bid document, RISL processing fee and bid security;</p> <p>ii. In case of Indian company/agency copy of the registration with GST as per respective Act/ Rules.</p> <p>iii The average annual turnover of the bidder shall be previous three financial years (BF-V).</p> <p>iv Declaration by the Bidder Regarding Qualifications (BF-VIII).</p> <p>v. The Bidder should have experience of similar projects of minimum 5,000 Beds for a period of at least 2 years on the date of opening of Bid in repair & maintenance of Biomedical Equipment. Out of which, the bidder should have executed at least five (05) maintenance projects of biomedical equipments maintenance in at least 250 bedded multi specialty hospitals, in the preceding three financial years, in Rajasthan or other states of India. P.O. copy/ work order or Invoice copy and satisfactory completion certificate with Satisfactory work performance certificate issued by client should be submitted in technical bid for the same. The bidder should have been in experience for a period of at least 3 years in repair & maintenance of Biomedical Equipments. P.O. copy/ work order or invoices should be submitted in technical bid for the same.</p>

	<p>vi. Bidders shall have to submit GST registration certificate issued by the concerned Commercial Taxes Officer.</p> <p>vii Duly signed scanned copy of Section VI A and VI B or BF-VIII, as acceptance of terms & conditions;</p> <p>PLEASE ALSO NOTE THAT: -</p> <p>(A) All the above mentioned documents must be submitted duly signed on each page and self attested.</p> <p>(B) All attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, translated version of the same, in Hindi or English, duly signed and attested by authorized translator must be submitted along with copy of original document.</p> <p>(E) The bidder may be asked to submit its annual accounts (Profit & Loss account & Balance Sheet etc.) for verification.</p>
2.6	Financial Bid duly filled in (BF-IV/BOQ) giving the rates for repair and maintenance of biomedical equipments mentioned in table-1 should be submitted through the portal " https:// eproc.rajasthan.gov.in (Format (BOQ)) ". The rate should not be disclosed in the technical bid.
2.7	<p>The required amounts towards cost of bid document, bid security and processing fee payable to RISL shall be deposited through prescribed challans (format enclosed in Annexure-1) in any branch of the Punjab National Bank, anywhere in the country. Bid security may be submitted physically/deposited in the form of DD/Banker's cheque in the office of MD RMSCL on or before the last date and time of bid submission. The bidders shall submit scanned copy of the challan/DD/Banker's cheque with the technical bid (Cover-A).</p> <p>All bids received will be opened in the presence of bidders, who choose to be present. Financial bid will be opened only for those bidders, who satisfy the criteria laid down by the corporation on the details furnished by the bidder in technical bid in compliance of terms & conditions of the bid.</p>
2.8	The hard copy of bid documents shall be filled with ink or typed. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid and then scanned copy be uploaded on the e-portal https://eproc.rajasthan.gov.in , except the financial bid (BOQ) (BF-IV) .
3	Bid Security:
	<p>(i) Bid shall be accompanied with a bid security at the rate of 2% of the likely book value of the indicative quantity or Rs. 32,00,000.00 (Rs. Thirty Two Lakh), whichever is less, for whole bid catalogue/each item(as per Table-1). 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 repair and maintenance of biomedical equipments and performance security is furnished by the successful bidder;</p> <p>(c) the cancellation of the repair and maintenance of biomedical equipments 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>Bidder should produce a pre stamp receipt as per BF-VII with the bid document for that purpose.</p> <p>(iii) 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</p>

	<p>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 item.</p> <p>(iv) 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>
4	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 service order is placed/requested for signing the agreement,</p> <p>(iv) The bidder fails to commence the repair & maintenance of biomedical equipments as per work order within the time prescribed or as per Section II.(1) Bid Data Sheet,</p> <p>(v) The Bidder fails during inspection by technical committee of five successful working projects claimed by the bidder.</p> <p>(vi) The bidder violates any of the terms & conditions of the bid document.</p> <p>(vii) If found that any false or fake documents or information produced by the bidder .</p>
5	Comparison of rates:
	<p>(i) Only net rates should be quoted. GST Rates will be shown separately or cash discounts should be offered. Rates must be valid for the entire contract validity period.</p> <p>(ii) 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.</p> <p>(iii) 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.</p> <p>(iv) (A) No part of the bid document should be detached/ deleted. (B) The bidder shall sign with seal on every page of the bid form and terms & conditions (Annexure-B & N) in token of his acceptance of all the 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 items, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.</p> <p>(v) 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>

6	Performance Security (P.S.) and agreement:
	<p>(i) The successful Bidder shall submit the original copy of Bid document signed on each page (<i>As has been uploaded on e-procurement portal</i>) at the time of agreement.</p> <p>(ii) 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, but not exceeding three months, for which the bidder shall abide.</p> <p>(iii) Successful bidder, whose offer is accepted, will have to deposit performance security @5 % of the contract value 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 3 months, beyond the completion of contract period.</p> <p>(iv) The bid security of successful Bidder will be adjusted toward Performance Security. The bidders shall submit scanned copy of the challan/DD/Banker cheque in Technical Bid (Cover-A).</p> <p>(v) The performance security shall be refunded after three months after completion of contract period and after satisfying that there are no dues outstanding against the bidder.</p> <p>(vi) 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 contract and therefore fresh bid security/performance security shall be deposited.</p> <p>(vii) The Corporation will pay no interest on bid security or performance security amount.</p> <p>(viii) Successful bidders will have to execute an agreement on a Non Judicial Stamp Paper of an amount mentioned in the offer letter, in the prescribed form with the M.D./ E.D.(EPM), Rajasthan Medical Services Corporation Limited, Jaipur on their own cost and deposit performance security within 15 days from the date of acceptance of the bid is dispatched 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>(ix) Address of residence and office, telephone numbers, in case of Sole Proprietorship with (i) Registration issued by Registrar of Companies, in case of Company,</p> <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 need not to furnish amount of Security Deposit.</p> <p>(xii) 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>

7	Complaint redressal:
	<p>(i) A Complaint should be attended within 48 hours from its registration.</p> <p>(ii) A complaint must be redressed within 96 hours of its registration otherwise penalty clause as defined in said bid document will be applicable.</p> <p>(iii) Authentication of complaint redressal will be got from concerned MOIC receiving a duly signed service report</p>
8	Penalty Clause:
	<p>(i). As per point 1-(i) of Section-II (Introduction: Project Objectives or Scope of work), while managing the prescribed limits of downtime, the service provider shall ensure that the call should be attended within 48 hours and thereby the equipment complaint should be rectified within 4 days, after that following penalty would apply to every extra day beyond 4 days, The following penalty would apply to every extra day beyond 4 days:</p> <p style="padding-left: 40px;">(a) For equipment whose declared asset value is upto Rs.10,000 - a penalty of Rs.300 every extra day beyond 4 days</p> <p style="padding-left: 40px;">(b) For equipment whose declared asset value is above Rs.10, 000 but upto Rs. 100,000- a penalty of Rs.500 every extra day beyond 4 days</p> <p style="padding-left: 40px;">(c) For equipment whose declared asset value is above Rs.100, 000 but upto Rs. 100, 00, 00- a penalty of Rs.1000 every extra day beyond 4 days</p> <p style="padding-left: 40px;">(d) For equipment whose declared asset value is above Rs.100, 00, 00- a penalty of Rs.3000 every extra day beyond 4 days</p> <p>(ii). If approved service provider didn't attend the complaint within 48 hours then Rs. 1000/- will be imposed as penalty in addition to penalty mentioned in clause (i).</p>
9	Inspection:
	As per point 5 of Section V (Schedule of repair and maintenance)
10	Rejection:
	<p>Notwithstanding anything contained in this bid, 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 without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.</p> <p style="padding-left: 40px;">The Authority reserves the right to reject any bid if:</p> <p>(i) At any time, a material misrepresentation is made or uncovered,.</p> <p>(ii) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.</p> <p>(iii) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and notwithstanding anything to the contrary contained in this bid, be liable to be terminated, by a communication in writing by the procuring entity to the Bidder, without the procuring entity being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the bidding documents, the Agreement or under applicable law.</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 articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., RMSC Ltd., Rajasthan Jaipur shall be final.</p> <p>(iv) The Bidder shall be responsible for all repair and maintenance work of biomedical equipments at medical institute level to the consignee. No extra cost on such account shall be admissible for repair and maintenance work of biomedical equipments.</p>
11	User Training
	<p>(i) A trained representative of the maintenance Service Provider shall be available during installation, Commissioning and associated trainings provided by the suppliers of new equipment during all new installations and commissioning.</p> <p>(ii) The service provider shall arrange for periodic user trainings of all equipment not less than twice a year irrespective of the equipment being within/outside the warranty period.</p>
12	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>(i) 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>(ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.</p> <p>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>
13	Procuring entity's right to vary quantity:
	<p>(i) The Authority shall have the right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the procuring entity, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given contract period and the monetary value for the maintenance of the added equipment shall be included in the subsequent years, as part of the existing scope of work and upon the same terms and condition specified in the Agreement.</p>
14	Parallel rate contract:
	<p>The corporation may also execute parallel rate contract with more than one firm for biomedical equipments mentioned at table-1 on the lowest approved rates on the same terms & conditions :</p> <p>(i) To ensure sustained maintenance of biomedical equipments without any interruption, the Bid Inviting Authority reserves the right to approve more than <u>one service provider for repair and maintenance</u> of biomedical equipments among the qualified Bidders.</p>

	<p>(ii) Orders will be 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.</p> <p>(iii) 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.</p> <p>(iv) 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 item/items quoted by them and the Bidders who agree to match L-1 rate, will be considered as Matched L-1.</p> <p>(v) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, GST etc.) of rates (L-1 rate).</p> <p>(vi) 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>
15	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.
16	Price escalation:
	Price Escalation or Price Variation shall not be applicable or considered under any circumstances for repair and maintenance of biomedical equipments in this bid or agreement. However, the provisions provided for tax variations are exclusive to this clause.
17	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.
18	Comprehensive Maintenance Contract (CMC):
	Not applicable.
19	Grievance redressal during procurement process:
	<p>(i) The Designation and address of the First Appellate Authority is Secretary, (MD, NHM), Department of Medical & Health, D-Block, Swasthya Bhawan, or as decided by the Govt. of Rajasthan.</p> <p>(ii) The Designation and address of the Second Appellate Authority is Principal Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan Room No 5213, 2nd Floor, Secretariat, and Chairman, RMSCL, Jaipur or as decided by the Govt. of Rajasthan.</p> <p>(iii) Filing an appeal If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:</p>

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.

(iv) 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.

(v) Appeal not to lie in certain cases

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(vi) Form of Appeal

- (a) An appeal under Para (1) or (3) above shall be in the Form **(BF-XV)** along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative.

(vii) Fee for filling appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned.

(viii) Procedure for disposal of appeal

- (a) The first appellate authority or second appellate authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall,-

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

(ii) Peruse or inspect documents, relevant records or copies thereof

	<p>relating to the matter.</p> <p>(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.</p> <p>(d) The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.</p>
20	<p>Compliance with the code of integrity and no conflict of interest:</p>
	<p>Any person participating in a procurement process shall-</p> <ol 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; g) Disclose conflict of interest, if any; and h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity. <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.</p> <p>A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:</p> <ol style="list-style-type: none"> a. Have controlling partners/shareholders in common; or b. Receive or have received any direct or indirect subsidy from any of them; or c. Have the same legal representative for purposes of the Bid; or d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or <p>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.</p>

21	Dispute settlement mechanism:
	<p>a) If any issue arises on account of execution/ interpretation/ coverage, the same will be put before Managing Director, RMSCL and his decision will be final. In case, service provider is not satisfied with the decision of Managing Director, RMSCL then he may opt to appeal before Principal Secretary, Medical and Health Department.</p> <p>b) If any dispute arises 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 a Sole Arbitrator to decide that the dispute. The fees and other charges will be borne by both the parties equally.</p>
22	OTHER CLAUSES
	All correspondence in this connection should be addressed to the M.D, RMSCL/ E.D. (EPM), RMSCL, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan. Technical questions should be referred to the M.D., RMSCL, Jaipur direct by correspondence or by personal contact.
	<p>(i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their bids.</p> <p>(ii) Service provider may be disqualified, banned or suspended from business during the rate 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>(e) The State Bureau of Investigation (SBI) or any other investigating agency recommends such a course in respect of a case under investigation.</p> <p>(f) M.D., RMSCL, Rajasthan, Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.</p>
	No action on the letter head of the Bidder /firm regarding any complaints against the Corporation will be considered unless the letter head bears the signature of the Bidder or the authority higher than the bid signatory of the firm.
	<p>(i) If any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated/vexatious or frivolous or malicious appeals or complaints etc. then bidder shall be liable for the appropriate legal action/RTTPA provision. along with disqualification, banning, suspension etc. for limited or unlimited period.</p> <p>(ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.</p>
	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 articles for which Bidder has been given or distribute items of stores to more than one firm/service provider.
	The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in Table-1 is also reserved by the M.D., RMSCL Ltd., Rajasthan, Jaipur.

	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
	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 toto. The Signing of BF-VIII shall be treated as acceptance all the terms and conditions of the bid document.
	The Purchase Committee of RMSC may relax or change/ modify terms and conditions in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall also be got approved from Board of Directors of RMSCL if the bid is under board competency.
23	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.



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



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

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SECTION VI B: SPECIAL CONDITIONS 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 shall prevail over those in the GCC. The clauses of special conditions of rate contract are as follows:-

1	Special conditions of the bid document
	<p>a) The Directorate Medical and Health (DMHS) will direct Joint Directors/PMO/CM&HO/ MOIC to provide all necessary assistance to the Service Provider and coordinate the smooth implementation and operation of the Project in the respective District.</p> <p>b) The Corporation will conduct weekly meeting with the Service Provider and other related officers for rectification of problems. These problems; related to spare parts, inventory management of service provider, unattended complains by the service provider, payment related and others.</p> <p>c) Uptime of each equipment shall be maintained above 95% level. If downtime of any equipment in a year or less than 1 year period is found more than 18 days then valuation of that equipment shall be deducted from the total inventory value from the next day after 18th day.</p> <p>d) The service provider shall provide periodic training to end-user (Staff of DH/SDH/Satellite Hospital/CHC/PHC) for the appropriate use of biomedical equipment. If service provider fails to impart training to the end user as per schedule then 5% of annual amount payable for individual equipment shall be deducted as penalty at the end of the financial year.</p> <p>e) Service provider shall carry out Preventive Maintenance and Calibration of all Bio-Medical equipment respectively as per norms of NABL/NABH/AERB or respective. If service provider fail to calibrate equipment or fails in perform Preventive Maintenance of equipment as per schedule then penalty will be deducted from payment of each equipment as under</p> <p>(i) If service provider fails to perform Calibration service as per schedule then 5% of annual amount payable for individual equipment shall be deducted as penalty.</p> <p>(ii) If service provider fails to perform Preventive Maintenance as per schedule then 5% annual amount payable for individual equipment shall be deducted as penalty.</p> <p>f) The service provider shall have to maintain Bio Medical engineers at each district headquarter. The service provider shall submit monthly report of details of Bio Medical engineers with details of their PF, Mobile number and number of visits the above report shall be verified by respective CMHO/ PMO.</p> <p>g) A quarterly preventive maintenance service will have to provide. If quarterly service will be skipped, then penalty clause as defined in this bid document shall be applied.</p>

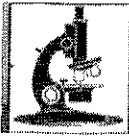
	<p>h) List of consumable for 147 types of equipments (as per Table-I) will be as per order F-9()RMSC/EPM/M-3/2016-17/1191 dated 27/03/2017.</p> <p>i) The service provider shall ensure that all major spares used for maintenance are either procured from OEM of biomedical equipment or from OEM approved spares manufacturers. Valid documentation shall be kept by service provider.</p> <p>i) The service provider shall inform about replacement of spare part in service report along with lot number/batch number/serial number and Price.</p> <p>ii) If service provider fails to replace original part then an amount equivalent to price of spare part replaced, shall be deducted from the monthly payment bill.</p> <p>j) Any breach of terms and condition mentioned in bid document and contract shall be liable to cancellation of contract and debaring from participation in any future bids of RMSCL.</p>
2	<p>Condemnation of Biomedical Equipments</p>
	<p>The service provider shall identify and recommend biomedical equipments for condemnation as and when required during rate contract period as per based on following process:-</p> <ul style="list-style-type: none"> • As and when the service provider find equipment condemnable, the service provider will report condemnation request in e-Upkaran. MOIC and service provider will inform CMHO/PMO. As per GF&R rule CMHO/PMO will carry out the process for condemnation. If condemnation is approved by the survey/disposal committee, then penalty will be closed from the date of condemnation request in e-Upkaran. The decision of survey/disposal committee will be final. • Provision for time bound condemnation by hospital authorities : The process for condemnation shall be completed within 3 months from the date of condemnation request in e-Upkaran by the service provider. If there is any delay in carrying out the process of condemnation at the level of MOIC/CMHO/PMO and the condemnation process has not been completed within 3 months from the date of condemnation request, the matter shall be brought into the notice of Director, Medical and Health, Rajasthan, Jaipur by the RMSCL. Director, Medical and Health, Rajasthan, Jaipur shall initiate immediate disciplinary action against the concerned Medical Officers/CMHO/PMO as the case may be under Rule 17 of Rajasthan Civil Services (Classification, Control and Appeal) Rules 1958. Director, Medical and Health, Rajasthan, Jaipur should finalise the inquiry within 3 months and ensure disciplinary action against incumbent Medical officer/CMHO/PMO accordingly.

Applicability of clauses: All the clauses of general terms and special terms and conditions and their annexure, formats & enclosures are applicable for the bid items.


 Managing Director
 Rajasthan Medical Services Corporation
 Limited
 Rajasthan, Jaipur.

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

Signature of Bidder with Seal



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



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

E-Mail -edepmrmc-ri@nic.in

SECTION VI C: CONTRACT FORMS (CF)

Table of contents

S.No.	Description	Pages
1.	Letter of Acceptance (CF-1)	
2.	Agreement Form (CF-II)	
3.	Performance Security/Bank Guarantee (CF-IV)	



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



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

E-Mail - edepmrmisc-ri@nic.in

LETTER OF ACCEPTANCE

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

Sub: - Acceptance of the bid rate for repair & maintenance.

Ref :- Your bid no. dated

1. The rate (s) as per schedule enclosed/ noted/ is/ are/ approved for repair and maintenance of biomedical equipments in Rajasthan as 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.5000/- and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the indicative quantity of equipments mentioned in the bid form works out to Rs. (Rs. 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 repair and maintenance 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 quantity of equipments may be checked and in case there is any difference between your offer and the approved rate, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.
5. Please note that self attested/notarized copies of documents shall be considered valid. If photo copies are submitted, then at the time of signing the agreement, the firm shall bring original documents for confirmation.

6. 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:-
- (i) **The original copy of Bid document signed on each page, which has been uploaded on e-procurement portal.**
7. 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. Any other

Executive Director (EPM)
Rajasthan Medical Services Corporation
Jaipur

AGREEMENT

1. This deed of agreement is made on this day of2018 for the rate contract period 2018-19 and 2019-20 for repair & maintenance of biomedical equipment between M/s -----
----- represented by Shri
Proprietor/Managing Director/Managing Partners having its registered office at and its factory premises at..... (hereinafter called “the approved service provider”, 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 service provider has agreed with the Procuring Entity, the repair & maintenance of equipments with specified in the Schedule attached here to at the price noted here in and in the manner and under the terms and conditions here in after mentioned to the RMSC of the State of Rajasthan at its head office as well as at offices/consignees throughout Rajasthan, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **column No. --** - (Approved Rate-----) of the said attached schedule.

3. And where as the approved service provider has deposited with the Procuring Entity a sum of **Rs.----- (In words Rs.-----only)** as performance security for the due and faithful performance of this agreement, to be forfeited in the event of the service provider failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the service provider 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 repair and maintenance of biomedical equipments, instruments and other services for Rajasthan Medical Services Corporation Ltd for the year 2018-19 and 2019-20, 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 is for the repair and maintenance services by the Service provider to the Procuring Entity of equipments, instruments and other services 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 Twenty Four months or as for extended period.

4. Now these Presents witness:

- (i) The approved bidder shall render/ provide repair and maintenance services as defined in bid document.
- (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 service provider shall provide repair and maintenance services regarding articles as mentioned in bid document and contract, RMSC will pay consideration through cheque//RTGS/Treasury transfer to the approved service provider at the at the intervals and the manner set forth in the said conditions.

5. Penalty Clause:

- a) Uptime of each equipment shall be maintained above 95% level. If downtime of any equipment in a year or less than 1 year period is found more than 18 days then valuation of that equipment shall be deducted from the total inventory value from the next day after 18th day.
- b) The service provider shall provide periodic training to end-user (Staff of DH/SDH/Satellite Hospital/CHC/PHC) for the appropriate use of biomedical equipment. If service provider fails to impart training to the end user as per schedule then 5% of annual amount payable for individual equipment shall be deducted as penalty at the end of the financial year.
- c) Service provider shall carry out Preventive Maintenance and Calibration of all Bio-Medical equipment respectively as per norms of NABL/NABH/AERB or respective. If service provider fail to calibrate equipment or fails in perform Preventive Maintenance of equipment as per schedule then penalty will be deducted from payment of each equipment as under
 - (i) If service provider fails to perform Calibration service as per schedule then 5% of annual amount payable for individual equipment shall be deducted as penalty.
 - (ii) If service provider fails to perform Preventive Maintenance as per schedule then 5% annual amount payable for individual equipment shall be deducted as penalty.
- d) The service provider shall ensure that all major spares used for maintenance are either procured from OEM of biomedical equipment or from OEM approved spares manufacturers. Valid documentation shall be kept by service provider.
 - i) The service provider shall inform about replacement of spare part in service report along with lot number/batch number/serial number and Price.
 - ii) If service provider fails to replace original part then an amount equivalent to price of spare part replaced, shall be deducted from the monthly payment bill.
- e) Any breach of terms and condition mentioned in bid document and contract shall be liable to cancellation of contract and debarring from participation in any future bids of RMSCL.

6. Condemnation of Biomedical Equipments:

The service provider shall identify and recommend biomedical equipments for condemnation as and when required during rate contract period adopting following process:-

- As and when the service provider find equipment condemnable, the service provider will report condemnation request in e-Upkaran. MOIC and service provider will inform CMHO/PMO. As per GF&R rule CMHO/PMO will carry out the process for condemnation. If condemnation is approved by the survey/disposal committee, then penalty will be closed from the date of condemnation request in e-Upkaran. The decision of survey/disposal committee will be final.
- **Provision for time bound condemnation by hospital authorities :**
The process for condemnation shall be completed within 3 months from the date of condemnation request in e-Upkaran by the service provider. If there is any delay in carrying out the process of condemnation at the level of MOIC/CMHO/PMO and the condemnation process has not been completed within 3 months from the date of condemnation request, the matter shall be brought into the notice of Director, Medical and Health, Rajasthan, Jaipur by the RMSCL.
Director, Medical and Health, Rajasthan, Jaipur shall initiate immediate disciplinary action against the concerned Medical Officers/CMHO/PMO as the case may be under Rule 17 of Rajasthan Civil Services (Classification, Control and Appeal) Rules 1958. Director, Medical and Health, Rajasthan, Jaipur should finalise the inquiry within 3 months and ensure disciplinary action against incumbent Medical officer/CMHO/PMO accordingly.

7. Termination of contract on breach terms and conditions of Rate contract:

- (i) (a) In case the service provider fails or neglects or refuses to 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) If at any time during the course of the contract, it is found that any information furnished by the service provider to the procuring entity, either in its 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 service provider. The service provider 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 services, 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 service provider 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 service provider 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 service provider 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 service provider:- In case the service provider 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 service provider:- 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.

8. Arbitration Clause:-

If any dispute arises 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 a Sole Arbitrator to decide that the dispute. The fees and other charges will be borne by both the parties equally.

9. The Firm shall furnish consolidated statement of service made, in **BF-XI** 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. 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 2018.

Signature of the approved

Executive Director (EPM)

Supplier with Seal

For and on behalf of
Rajasthan Medical Services Corporation,
Jaipur

Witness-1

Witness-1

Witness-2

Witness-2

(On bank's letter head)
FORM OF BANK GUARANTEE

To
Managing Director,
Rajasthan Medical Services Corporation Ltd.,
D-Block, Swasthya Bhawan,
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 service provider") for (Name of item) here-in-after called "the said agreement" under which the Service provider(s) M/s have applied to furnish Bank Guarantee (B.G.) to make up the full performance 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..... Service provider(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 Service provider(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 Service provider 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 Service provider(s) from time to time or to postpone for any time or from to 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 Service provider(s) or for any forbearance act or omission on the part of the RMSCL or

any indulgence by the RMSCL to the said Service provider(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 Service provider.
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 Performance 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 Service provider 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 Service provider.
10. The Bank Guarantee 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

ED(EPM)

For & on behalf of M.D. RMSCL

