

63.

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



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

No. F-8(28) RMSC/EPM/M-5/2016-17/NIB-179/ 3678

E-Mail -edepmrmsc-rj@nic.in

Dated: 17/8//2

BIDDING DOCUMENT



NIB NO. 179 (YEAR 2016-17)

DATED 17-08-2016

THE RATE CONTRACT FOR ALS AMBULANCES

BIDDING DOCUMENT FOR RATE CONTRACT

[Procurement of Goods: Single Stage-Two Envelopes (Two Part) Bid]

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BID SUBMISSION LETTER

(Declaration Form cum Check List)

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

. <u>il</u>1.

Subject:- Regarding Bid submission for NIB-179

I/We (Name, Designation and Address of Bidder) having our office
atdo declare that I/We have read carefully all
the terms & conditions of the bid document for the Rate Contract Cum Supply of(Name of
Instruments/ equipments) and agree to abide by all the Terms & Conditions set forth therein.
I/We declare that we are participating in this bid in the capacity of(Manufacturer /Direct
Importer) I/We enclose valid Manufacturing license/acknowledgement/Memorandum/IEM/
Registration of SSI Unit/Import license/IEC Code along with authorization by Foreign Principal (as
the case may be).
TITT O d d d d d

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 by us for any other buyer during this period. I/We enclose the requisite 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.	Acknowledgement of EM-II for SSI Units of Rajasthan from Industries Deptt. Con. No. 2.6(ii) & GCC 3(iii) (BF-X)	Page no
4.	Self attested Photocopy of Acknowledgement of EM-II SSI unit for each quoted Product and a certificate from NSIC/MSME/Industries Deptt. for the production capacity & the quality control measures properly installed at the production unit. GCC 2.6 (ii) (BF- X)	Page no
5.	Self attested Photocopy of IEC Certificate and Permission/Authorisation for sale from the foreign principal manufacturer (Authorization Letter of Principal Company GCC 2.6 (iv)	Page no
6.	Copy Of Central Excise Registration GCC 2.6 (iii), if applicable.	Page no
7.	Format of the Affidavit on non judicial stamp paper of Rs. 10/- (GCC 2.6 (ii) (BF X)	Page no
8.	BIS License with schedule for ISI Marked Products Quoted GCC 2.6 (vi)	Page no
9.	Self attested photocopy of ISO & CE/BIS/USFDA certificate for quoted Items as mentioned in bid GCC 2.6 (vii)	Page no
10.	Average Annual turnover statement for past 3 financial years certified by C.A. GCC 2.6 (viii) (BF-VI)	Page no
11.	Latest Sales Tax Clearance Certificate/Affidavit (up to dated 31.03.2015). GCC 2. 6 (x)	Page no

12.	Specify point of supply with full Address. GCC 2.6 (xi)	Full Address
13.	Statement of Installed Manufacturing Capacity, Certificate regarding quoted model is latest technology, Certificate regarding rate reasonability, Undertaking for availability of Spare Parts & Consumables, Undertaking for acceptance of Comprehensive Guarantee, Undertaking of Non- Debarring GCC 2.6 (xii) (BF-V) (on NJ stamp paper of Rs. 200/-)	Page no
14.	Statement of Plant & Machinery etc. (BF-VIII) GCC 2.6 (xiv)	Page no
15.	Original bid GCC & SCC (Section VI A & VI B) or BF-IV uploaded on e-procurement portal.	Page no
16.	Statement of Past Supplies and Performance under SCC 11 (BF-VII)	Page no
17.	Pre - stamp receipt under GCC 3 (ii) (BF-IX)	Page no
18.	Rate contract completion report, GCC 13 (BF-XI)	Page no
19.	CMC on Rs. 100-/ Non Judicial Stamp (BF-XII)	Page no
20.	CMC/Rates in BOQ (BF-IV) are electronically uploaded on website https://eproc.rajasthan.gov.in.	Don't write rates in format
21.	Declaration regarding acceptance of bid terms and conditions. (BF-XIV)	Page no
22.	Memorandum of Appeal Under the Rajasthan Transparency in Public Procurement Act, 2012 (BF-XV)	Page no
23.	Declaration by the Bidder Regarding Qualifications (BF-XVI) Uploaded on website https://eproc.rajasthan.gov.in.	Page no
24.	Declaration of Manufacturer/Direct Importer (BF-XVII)	Page no
25.	Authorisation from foreign principal manufacturer (BF-XVIII) (Applicable in case of direct importer only)	Page no
26.	Authorisation of the Bidder by the Firm (BF-XIX)	Page no
27.	Corrigendum/modification/clarification uploaded with bid document	Page no
28.	Financial Bid Submission Sheet (BF-III) to be submitted physically.	Page no
29.	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. Also attach photo ID.	Name
		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.



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



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

E-Mail –<u>edepmrmsc-rj@nic.ir</u>

No. F-8(28) RMSC/EPM/M-5/2016-17/NIB-179/ 3678

Dated: 17/8 776

NOTICE INVITING BID (NIB- 179)

Bids are invited by 1:00 P.M. on dated 29.09.2016 for procurement of ALS Ambulances on rate contract basis for 24 Months. The details are available in the Bidding Document which can be availed from the office of the M.D. RMSCL or can be accessed or downloaded from State Public Procurement Portal website "sppp.raj.nic.in" or "www.dipronline.Org" or "https://eproc.rajasthan.gov.in" or website "www.rmsc.nic.in". The bidding document, after filling up properly, can be uploaded on website "https://eproc.rajasthan.gov.in" alongwith payment of Bid form fee of Rs. 2000/- (Rs. 1000.00 for SSI Unit of Rajasthan) through challan/banker's 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

E-Mail -edepmrmsc-rj@nic.in

No. F-8(28) RMSC/EPM/M-5/2016-17/NIB-179/ 367 %

Dated: 17/8/16

NOTICE INVITING BID (NIB- 179)

1. Single stage, two-envelopes bids for a rate contract are invited from manufacturers/direct importers for the procurement of equipment & instruments as listed below:

S. No.	Name of article	Specifications (with reference to BIS code, patent, ISO, Agmark, part No. etc.)	Quantity and required minimum turnover	Amount of Bid security (Rupees)	Validity period of bids	Place of delivery and delivery period
1	As per table-1	As per Clause - 3 of Section V, schedule of supply	As per table-1	As per bid condition or as per table-1	As per bid condition	As per bid condition

- 2. Detailed particulars of the list of equipment required, specifications of items/equipments & bid documents are available on the website-"www.dipronline.org" or www.rmsc.nic.in or https://eproc.rajasthan.gov.in or sppp.raj.nic.in or may be seen in the office of the E.D. (EPM), RMSCL, D-Block, Swasthya Bhawan, C-scheme, Jaipur.
- 3. E-Bids are invited as per following schedule:-

Sale of bid forms from date and time as under	Date of pre-bid meeting	Last date & time for sale of bid form	Last date & time of receipt of bid form	Date & time of opening of technical bid
1	2	3	4	5
11:00 AM 22.08.2016	3:00 PM 07.09.2016	11:00 AM 29.09.2016	1:00 PM 29.09.2016	3:00 PM 29.09.2016

- 4. A pre-bid meeting will be held as per above schedule i.e., on dated 07.09.2016 at 3:00 PM in the Conference Hall of Rajasthan Medical Services Corporation, D-Block, Swasthya bhawan, Jaipur, to clarify and answer the queries on any other matter related to this bid. After pre-bid meeting, necessary changes in bid conditions/ catalogue, if considered appropriate, will be made.
- 5. 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.rmsc.nic.in, sppp.raj.nic.in and https://eproc.rajasthan.gov.in and will not be published in any 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 "edepmrmsc-rj@nic.in".
- 6. The bid should be submitted through e-portal, after pre-bid meeting, including all the clarifications/modifications/amendments agreed & issued by the corporation. 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. Bids received after the specified time and date shall not be accepted/opened.

- 8. The corrigendum/addendum issued by the corporation shall be the integral part of terms & conditions of the bid and should be duly signed and attached with the bid document by the bidder.
 - 9. Price preference and / or purchase preference as per extant rules and guidelines in this regard shall be considered in evaluation of the bid and award of contract.
 - 10. The Bid form fee Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) downloaded from the website, Bid Security as applicable in bid condition or mentioned in table-1 and R.I.S.L. processing fee of Rs.1000.00 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/or through D.D./B.C. The bidder shall submit/upload scanned copy of all the challans in Technical Bid (Cover-A),or The Bid form fee Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) downloaded from the website shall be submitted in the form of D.D./Banker cheque in favour of M.D., RMSCL payable at Jaipur. The bidders are also required to deposit R.I.S.L. processing fee of Rs. 1000.00 in the form of D.D./Banker cheque in favour of M.D., RISL payable at Jaipur. The bid document fee, R.I.S.L. 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.
 - 11. The technical bids shall be opened at 3:00 PM on dated 29.09.2016 or as amended in the presence of the bidders or their representatives, who wish to be present.
 - 12. The RMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
 - 13. The bidders shall have to submit a valid 'VAT' clearance certificate/affidavit from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.
 - 14. It is clarified that the information required in bidding document should be submitted only in enclosed format Bidding Form (BF-I to BF-XX) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
 - 15. Information of award of contract shall be communicated to all participating bidders on the website www.rmsc.nic.in and sppp.raj.nic.in. Please note that individual bidder will not be intimated.
 - 16. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

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(28) RMSC/EPM/M-5/2016-17/NIB-179/3678

<u>-ri@nic.in</u> Dated: 기거있기

TABLE-1

List of Equipment & Instruments (NIB No. 179)

s N	Equipment &	Indicati ve Quantit y (In no.)	Minimum average gross annual turnover for last three financial years (In Rs.)	Minimum average gross annual turnover for last three financial years (In Rs.) for (SSI Units of Rajasthan)	Bid Security (B.S) (Rs.)	Bid Security for SSI Unit of Rajasthan (Rs.)
1	ALS Ambulances	34	10,00 Crore	5.00 Crore	13,60,000.00	3,40,000.00

Note:-

1. The above estimated quantities are only indicative and may vary substantially the above estimated quantities are only indicative for executing rate contract for a specified period. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation. No minimum quantity is guaranteed. Quantity/Capacity commitment of the firm in BF-V and clause-2.6 (xii) shall be considered for placement of supply orders.

2. Firms which are registered as micro or SSI Unit of Rajasthan with Commissioner of Industries shall furnish the amount of bid security at the rate 0.50% of likely value of the indicative quantity or Rs.7500/- (Rs. Seven Thousand Five Hundred Only), whichever is less, for whole bid catalogue/each item (as per above Table-1). In respect of items for which they are registered to manufacture, shall submit an attested copy of acknowledgment of EM-II issued by DIC, with an affidavit on non-judicial stamp paper worth Rs. 10/- as per BF-X.

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 thereis 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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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.	Go through the terms and conditions, annexure and other Bid forms (BF) of the document carefully and meticulously.
2.	Bid form must conform the terms & conditions of the bid documents, Technical Bid and Financial Bid (BOQ) should be in Cover-A and Cover-B respectively through e-procurement portal.
3.	The bidding is for rate contract cum supply for a R.C. period of 24 months.
4.	It is clarified that the information required in bidding document should be submitted only in enclosed Bidding Form (BF-I to BF-XX) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
5.	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.
6.	It is advisable for you to authorize only those persons for RMSC bid who are employed in your company on salary basis.
7.	Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
8.	Certificates/Licenses/Documents, which are required should be complete in all respect and should be updated.
9.	The average gross annual turnover of the bidder shall be as per Table-1 for last three financial years. The turn over statement (BF-VI) duly certified and signed by Chartered Accountant shall be submitted along with bid, failing which the bid shall be rejected. Distributors/Suppliers/Agents/Loan Licensees are not eligible to participate in the bids.
10.	The Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer or affidavit and the 'PAN' issued by Income Tax Department.
11.	Bid form can be downloaded from "https://eproc.rajasthan.gov.in." The bid form fee @ Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) 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 BF-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.
·	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.
13.	Bids received after the specified time and date shall not be accepted and shall be not opened.
14.	A pre-bid Meeting will be held at 3.00 PM on dated 07.09.2016 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 two days after pre
	bid. Representations received after two 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
	bid meeting, it required. Please note that bids should be submitted after the bid meeting.
	incorporating the corrigendum/modification/ clarification/addendum, if any.
15.	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.rmsc.nic.in,
	sppp.raj.nic.in and https://eproc.rajasthan.gov.in and will not be published in any news
	papers. In case any inconvenience is felt, please contact on telephone number i.e. 0141-
	2223887 or quarries may be e-mailed on "edepmrmsc-rj@nic.in".
16.	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.
17.	The technical bids shall be opened at 3.00 PM on dated 29.09.2016 or as amended in the
	presence of the Bidders or their representatives who wish to be present.
18.	The declaration of technical bid in respect of responsive/non responsive bidders shall be
	uploaded on websites website www.rmsc.nic.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.
19.	The RMSCL is not bound to accept the lowest bid and may reject any or all bids without
	assigning any reason thereof.
20.	In case you are given any assurance of any advantage in RMSC, by anybody or if you are
	directly or indirectly threatened or intimated of harming your bidding & subsequent work in
	RMSC please inform immediately about the same to MD, RMSC or ED (EPM) RMSC. II
	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.
21.	Complaints relating to this Bid lodged with RMSC should bear signature, name, address, Id
21.	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 verification. Therefore, unauthenticated complaints may not be acted
	upon. Attention is also invited that complains shall be dealt with section 42 "Interference with
	procurement process" & 43 "Vexatious appeals or complaints" of RTPP Act 2012.
22.	The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public
44.	Procurement Act and Rules made there under.
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Executive Director (EPM)
Rajasthan Medical Services Corporation
Rajasthan, Jaipur.



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SECTION-II: BID DATA SHEET (BDS)

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6.	Award of Contract	<u> </u>
7.	Redressal of grievances during procurement process	

SECTION-II: BID DATA SHEET (BDS)

Clause No.	Description
1.	Introduction
1.1	NIB No- 179 Date
	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:-mdrmsc@nic.in or edepmrmsc-rj@nic.in
	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:- mdrmsc@nic.in, edepmrmsc-rj@nic.in
	The expenditure on the subject matter of procurement will be met by budgetary resources of
1.0	Demanding Officers/Indenting officers of concerned department.
1.2	The goods and related services to be procured are as per table-1, and as per technical
	specifications.
1.3	The rate contract period is for 24 months.
2.	Bidding document
2.1	Bids are invited from manufacturers/direct importers.
2.2	Joint venture will not be allowed.
2.3	The price of the bidding document is:- Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan)
2.4	RISL processing fee:- Rs. 1000.00
2.5	Bid Security:- As mentioned in Table-1
2.6	The Pre-bid meeting will be held at 3:00 on dated 07.09.2016 in Conference Hall, R.M.S.C.,
	D-Block, Swasthya Bhawan, C-Scheme, Jaipur
2.7	Last date for Issuance of Bid Document:- on dated 29.09.2016 up to 11.00 A.M.
2.8	Last date & Time for submission of Bids:-on dated 29.09.2016 up to 1.00 P.M.
	Date & Time of opening of (Technical Bid) Bids:-on 29.09.2016 from 3.00 P.M.
3.	Preparation of Bids
3.1	The language of the Bid is both English and Hindi.
	The Bidder shall upload following documents with its Technical Bid Submission Sheet (BF-II):-
	1. Bid Security, RISL Processing fee and Bid document cost (Copy of Challan/DD/Banker
	Cheque)
	2. In case of Indian Manufacturer, valid Manufacturing License from Competent Authority,
	if applicable, Acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit,
	copy of the registration with Central Excise Department/ exemption from registration, if
	applicable, as per provisions of Central Excise Act.
	3. In case of direct Importer, Import-Export Code (IEC) Certificate and Permission/
	Authorisation for sale from the foreign principal manufacturer.(BF-XVIII)
	4. The average gross annual turnover of the bidder shall be as per Table-1 for last three

, 4 , 4	years. (BF-VI)						
•	5. Declaration by the Bidder Regarding Qualifications (BF-XVI)						
	6. Declaration of Manufacturer/Direct Importer (BF-XVII)						
	7. Authorisation of the Bidder by the Firm (BF-XIX)						
	8. Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned						
	Commercial Taxes Officer or affidavit and the 'PAN' issued by Income Tax Department.						
	9. USFDA Certificate/CE Marking/ISO/BISetc., as applicable.						
	10. Any other required.						
3.2	The Bidder shall physically submit following documents with its Financial Bid Submission						
	Sheet (BF-III):-						
	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	(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.						
	As per Table-1						
3.4	The currency of the Bid shall be the Indian Rupees.						
3.5	The terms of quoting price of equipments are inclusive of all taxes/charges with installation						
	and commissioning etc. complete in all respect.						
3.6	For goods offered from outside India/Importer, the Bidder shall quote prices including all						
	kinds of costs like Inland Transportation, Taxes, Installation and Commissioning Charges up to						
	the consignee site, complete in all respect including consumables kit for demonstration, if any.						
3.7	Discounts or award of combination of lots shall not be offered.						
3.8	Alternative Bids are not permitted.						
3.9	The prices quoted by the Bidder shall be fixed for entire contractual period of equipments,						
	instruments or other hospital items. The Contract Price shall be fixed for a rate contract period						
	of 24 months of the goods and related services.						
3.10	The Bid validity period shall be 120 days from the opening of Technical Bid.						
3.11	The scanned copy of complete Bid document filled and signed on each 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. Any change in the bidder must have resolution of the board the company or duly						
	authorized in case of a firm. The change 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, edepmrmsc-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:
	Time: up to 1:00 P.M. on Date: 29.09.2016
4.3	The Bid opening shall take place at:
	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, edepmrmsc-rj@nic.in
5.	Evaluation and Comparison of Bids
5.1	The Price and /or Purchase Preference shall apply as per GCC and SCC provisions.
6.	Award of Contract
6.1	(1) The quantities mentioned in Table-1 are only indicative, may vary substantially and for
	executing rate contract for a specified period. If the procuring entity does not procure any
-	subject matter of procurement or procures less than the quantity indicated in the bidding
	documents, the bidder shall not be entitled for any claim or compensation. No minimum
	quantity is guaranteed. Quantity/Capacity commitment of the firm in BF-V and clause-2.6
	(xii) shall be considered for placement of supply orders.
	(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.
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
	indicative quantity in the bid subject to a maximum Rs. 10.00 lacs for each item in favour of
	M.D., Rajasthan Medical Services Corporation Ltd., Jaipur
7.	Redressal Grievances during Procurement Process
7.1	(1) The designation and address of First Appellate Authority is:- Special Secretary,
ļ	Department of Medical & Health (MD, NHM), Swasthya Bhawan, C-Scheme, Jaipur or
	as decided by the Govt. of Rajasthan.
	Telephone No. 0141-2221590
	(2) The Designation and address of the Second Appellate Authority is 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
7.2	Name & Address of the Bidder:
	Name and Designation
	M/S
	m 1 1 N
	Telephone No
	Telegram Code Fax No
	Mobile No
}	E-mail address



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



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

E-Mail -edepmrmsc-rj@nic.in

SECTION III: QUALIFICATION AND EVALUATION CRITERIA <u>Table of Contents</u>

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

SECTION III: QUALIFICATION AND EVALUATION CRITERIA

1. 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 supply goods and related services with comparable technical parameters, its manufacturing and installation capacity, its financial capability and other factors are defined.

Clause No.	Description
1.	Size of operation:- The minimum average gross annual turnover for last three financial year shall be as per Table- 1. This includes the total payments received by the Bidder in Indian rupees for contract completed or under execution over the last three years.
2.	Contractual experience:- The bidder shall be a Manufacturer/Fabricator who must have manufactured/ fabricated and supplied and installed satisfactorily Mobile Medical Unit/Ambulances/Air Conditioned Buses/Coaches/and other similar nature air conditioned vehicles etc. in India to the extent of at least 10% in last three financial years (2012-13, 2013-14, 2014-15) of the quantity specified in the NIB. The list of such installation of the quoted equipments may be asked from the bidder in verification of Annexure information and he should submitted self attested copy of Purchase Order, Indent and Invoice (Inclusive of Quantity & Rate). However, the condition of past performance is not applicable for the ISI Marked Items. Bidder should have technological expertise and modern machinery/equipments for the fabrication of Mobile Medical Unit/Ambulances/Air Conditioned Buses/Coaches/and other similar nature air conditioned vehicles etc.
3.	Technical experience:- The goods offered/ being procured have been production for at least three years and a minimum of 10% units of similar capacity have been sold and have been in operation satisfactorily for at least three years.
4.	Production capacity:- The MD, RMDCL may fix the minimum supply and or production capacity required to assure that the Bidder is capable of supplying the type, size and quantity of goods required. It should be a dedicated quantity to RMSCL on monthly and annual basis.
5.	Financial position:- The soundness of the Bidders financial position showing long term profitability demonstrated through audited annual financial statement (Balance Sheet, Income Statement etc.) for last three years.
6.	Cash flow capacity:- The Bidder should have sufficient availability of or access to liquid assets, lines of credit and other finances to meet the possible cash flow requirement which may arise during the execution of the rate contract.
7.	Litigation history:- The information regarding all pending claims, arbitration, or other litigation may be asked by the MD, RMSCL from the Bidder.
8.	Tax clearance certificates:- The VAT/ Sales Tax and other taxes clearance certificates or declaration to be submitted by the Bidder. Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer or affidavit and the 'PAN' issued by Income Tax Department.

9. **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.

2. Evaluation criteria

Clause No.	Description
1.	Scope
1.1	Local handling and inland transportation:-The cost for Inland Transportation, Insurance, related services, installation, commissioning, demonstration and other incidental costs for delivery of goods from the EXW premises, or port of entry, or supply point to consignee site as defined in Section V, schedule supply shall be quoted in price schedule.(BOQ)
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.	Multiple contracts:-For the successful completion of supplies and commissioning of equipments and machinery multiple or supplementary contracts may be executed for goods and related services like maintenance for a specified period.
3.	Technical Criteria:-The minimum technical level that the goods and related services shall have in order to comply with the Section V, schedule of supply is specified. These criteria are evaluated on a pass-fail system, with a minimum acceptable level for each criteria enumerated in technical specifications of item. However, a minor deficiency in technical compliance may not be cause for rejection of the Bid.
4.	Economic Criteria: The economic criteria are most important when evaluating a Bid. The price, however, may not be the only criterion, as there could be technical evaluation that may be expressed in mandatory terms i.e. cost per test etc. The following may be examples:- 4.1, 4.2
4.1	Adjustment for deviation from the terms of payments:- The deviation form the terms of payments as specified in conditions of contract are not permitted.
4.2	Adjustment for deviations in the delivery and completion schedule:- The deviation from the delivery and completion schedule specified in Section V, schedule of supply are permitted. No credit will be given for earlier completion.
4.3 (NA)	Operating and Maintenance costs:- The Operating and Maintenance costs of equipments are taken into account for Bid evaluation purposes. The methodology is elaborated at BOQ for determining lowest Bid (L-1). Generally, the life cycle of equipment and its comprehensive maintenance period is defined in technical specifications. Presently, maintenance costs are evaluated at their present value over the life cycle of the goods and then added to the price of the goods for comparison of Bids.
4.4 (NA)	Spare parts:- Only those spare parts and tools which are specified on an item wise basis in the list of goods and related services Section V, schedule of supply shall be taken in account in Bid evaluation. Supplier recommended spare parts for specified operating requirement shall not be considered in Bid evaluation. The list of spare, consumables, chemicals and reagents likely to be required during operation of equipment shall be indicated in Comprehensive Maintenance Contract (CMC) format. The unit prices of these items may be examined for evaluation of Bid by the technical committee.
4.5	Performance and productivity of goods:- The Performance and productivity of the equipments shall be as per the reference value or norms specified in technical specification an item and corresponding value guaranteed by the Bidder in its Bid.

5.	Price and /or purchase preference:-
5.1	The price and /or purchase preference shall be given in evaluation of bids and award of contract under Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.
5.2	Purchase preference to the extent of 15% of the requirement will be admissible the goods produced or manufactured by registered small scale industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995 and approved by Board. Purchase preference admissible to the PSUs and to the SSI units of the state of Rajasthan together shall not exceed 25% (10% for PSUs and 15% of SSI units). However, these units will be required to participate in bidding and match lowest price (L-1).
5.3	In comparing the rates quoted by firms from outside Rajasthan and those in Rajasthan but not entitled to Price Preference under GCC Clause 12 and Section-III, evaluation criteria, the element of Rajasthan VAT shall be excluded whereas that of Central Sales Tax shall be included for comparison of rates.
5.4	While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax/VAT shall be included.
5.5	VAT or CST, as applicable, should be mentioned clearly and separately.
5.6	VAT or CST, if exempted, it should be specified in BF-IV/BOQ.
5.7	If an item quoted in the bid does not attract excise duty at the time of bidding and excise duty is levied by the union government subsequently, the bidder shall be entitled to such excise duty paid on production of invoices drawn as per Central Excise Rules. However, a small or medium manufacturer enjoying exemption from levy of excise duty up to a certain turnover limit, no additional payment on account of levy excise duty shall be admissible subsequently on exceeding the turnover limit.
5.8	C-form shall be issued by RMSCL for charging CST at concessional rate against supplies made as per order. The invoice should show the concessional rate of CST separately.
5.9	Purchase of medical equipments, instruments and ambulances made by RMSCL are exempted from VAT.



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



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

E-Mail -edepmrmsc-ri@nic.in

SECTION IV: BIDDING FORMS

Table of Contents

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.	Production capacity declaration and undertaking (BF-V)	
6.	Annual Turnover Statement (BF-VI)	
7.	Statement of Past supplies and Performance (BF-VII)	
8.	Statement of Plant and Machinery (BF-VIII)	
9.	Pre-stamp receipt (BF-IX)	
10.	Format of Affidavit for EM-II (BF-X)	
11.	Contract completion report (BF-XI)	
12.	Comprehensive Maintenance Contract (BF-XII)	
13.	Schedule of maintenance contract charges/rates (BF-XIII)	
14.	Declaration (BF-XIV)	
15.	Memorandum of Appeal under RTPPA, 2012 (Form No. 1) (BF-	
	XV)	
16.	Declaration by the Bidder regarding qualifications (BF-XVI)	
17.	Declaration regarding manufacturer/ direct importer (BF-XVII)	
18.	Authorisation from principal manufacturer(BF-XVIII)	
19.	Authorisation of Bidder by the Firm(BF-XIX)	
20.	Verification (BF-X)	

For Bank use only Acknowledgement Cashier/Officer	Name of the Depositor Signature Address for communication	100	Mobile No. Cash Deposit: Cheque Deposit: Ching No. Date of Chq Name of Bank Ps	Supplier Name Tender Ref. No. Type of Deposit fees/Others	Institute ID Date of Deposit DD MM YY	Institute Name Rajasthan Medical Services Corporation, Jaipur	AUTION: USE "FCMBR" MENU OPTION IN KINACLE INSTEAD OF "TM" Bank Copy punjab national bank DIST. NO.
For Bank ase only Acknowledgement Cashiel/Officer	Name of the Depositor Signature Address for communication	500 * 100 * 20 * 10 * Total fee payable ₹ 10 * Commission ₹ Total amount ₹ Total amount ₹ Total amount ₹ Total amount ₹	Mobile No. Cheque Deposit: Cheque Deposit: Depoinination T Ps Chq No Date of Chq Name of Bank Ps 1000 *	Supplier Name Tender Ref. No. Select any one out of - Tender Fees/EMD/SD/ Tender Processing fees/Orlicers	F THE SI PPLIER	Institute Name Rajasthan Medical Services Corporation, Jaipur RMSCJ - A/c No. 2246002100024414	punjab national bank pust NO.

(To be submitted all Firms' letter head)

Technical Bid Submission Sheet (Cover A)

Date:		 •••	•••	••		
NIR No	179					

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:

- 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 in the amount of 5% percent of the contract price or as specified in Bid Document for the due performance of the contract;
- 4. Our firm, including any subcontractors or supplier 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 suppliers 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;
	My/our quoted items(Name of item)fully comply with the
	technical specifications as per Bid Document Section V, schedule of supply.
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. ii.	Cost of bid document, processing fee and bid security; In case of Indian Manufacturer, valid Manufacturing License from Competent Authority ,if applicable, Acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit, copy of the registration with Central Excise Department/ exemption from registration, if applicable, as per provisions of Central Excise Act;
iii.	In case of direct Importer, Import-Export Code (IEC) Certificate and Permission/Authorisation for sale from the foreign principal manufacturer;
iv	The average gross annual turnover of the bidder shall be as per Table-1 for last three years (BF-VI);
v vi	Duly signed scanned copy of Section VI A and VI B or BF-XIV, as acceptance of terms & conditions; USFDA Certificate/CE Marking/ISO:/etc. if applicable;
	BIS certificate, in case of ISI marked items, if applicable; i Any other documents
	e understand that our bid will liable to be declared non responsive in case of any iciency in fulfilment of above requirements on our part.
	I/we accept all the terms, conditions and provisions of this bid document.
	T /A 11
_	Name/Address
	Gigned
	Duly authorized to sign the Bid for and on behalf of(Name of Firm)
_	Date
Γ	Tel:Fax:e-mail:

(To be submitted physically along with required fees)

Financial/Price Bid Submission Sheet (Cover B)

	: No. 179
Rajas D-Bla C-Sca Tel. I Fax I	Managing Director, sthan Medical Services Corporation Limited, ock, Swasthya Bhawan, Tilak Marg, heme, Jaipur (Rajasthan) Pin. 302005 No. 0141-2228066 No. 0141-2228065, 0141-2223887 il Address:- mdrmsc@nic.in
1.	, the undersigned, declare that: I/We have examined and have no reservations to the Bidding Document, including Addend No:
3.	The prices of said equipment/item is uploaded electronically in BOQ on websithttps://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 Bi Security, cost of bidding document and RISL processing fee are enclosed as detailed below:
	(i) Bid Security (ii) Cost of bidding document (iii) RISL processing fee
6.	I/We understand that this Bid, together with your written acceptance thereof included in you notification of award, shall constitute a binding contract between us, until a formal contra is prepared and executed;
7.	I/We understand that you are not bound to accept the lowest evaluated Bid or any other by that you may receive;
8.	I/We agree to permit the M.D., RMSCL or its representative to inspect our accounts are records and other documents relating to the bid submission and to have them audited auditors appointed by the M.D., RMSCL;
9.	I/We accept all the terms, conditions and provisions of this bid document. Name/Address
	Tel· Fax· e-mail·

Financial bid for quoted item

					Net	Rate of	Amount	Rate of	Amou	Total
					rate	RST	of RST	Excise	nt of	Amount
					per	(VAT) of	(VAT)	duty (It	excise	In Rs.
					packin	Concession	of	should be	duty	(6+8)
				Packi	g unit	al CST	Conces	included	worko	
S.	Name Item With full	Brand	Approx		(In	against C-	sional	in net rate)	ut	
N.	Specification	Diana	Qty.	ng Unit	Rs.)	form, if	CST	(Col.6)	accord	
				Omi		applicable	against		ingly	
							_ C-		Col.	
							Form, if		No.9	
							applica			
		2				7	ble	9	10	11
1	2	3	4	5	6	/	8	l y	10	11
1.	ALS		34	Each						
	Ambulances				:	Do Not quote rates here.				
					Rates shall only be filled in BOQ					
					https://eproc.rajasthan.gov.in					

Note:- The rates of consumables shall not be included/considered for determining the lowest bidder.

Signature

Date

Name in Capitals Company /Firm Seal

Note: -

- 1. The concessional CST against c- form shall be applicable.
- 2. The rate quote should be inclusive of excise duty but exclusive of sales tax./vat
- 3. Excise component should be separately shown in column no.10 for further reference
- 4. Rate should be quoted on separate sheets for each item.
- 5. Rate should be quoted only for packing units as mentioned in the bid
- 6. No quantity or cash discounts should be offered.
- 7. Read all the terms & conditions before filling the BF-IV.
- 8. Please quote rates in absolute amount only.

Production Capacity Declaration and Undertaking

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

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

1. I/We...... do hereby declare that we have

S. No.	Quoted item details & code no.	Monthly capacity in all shifts (in nos.)	Annual production capacity (in nos.)	Monthly supply commitment to RMSC (in nos.)	Annual supply commitment to RMSC (in nos.)
1	2	3	4	5	6
1					
2				-	
3					
3.4.5.6.	outdated. I/We certify the anyone than char l/We do hereby quoted model of I/We do hereby each quoted equotient of installation/ (a) I/We do listed/bann department (b) I/We do hereby	at the quoted model at the rates (of quoted arged from RMSCL. y undertake to ensure of equipment for at least accept condition of aipment as per terms of demonstration). hereby undertake ed/debarred by Unices from participation in creby declare that our commation is as given because of black listing/for which item	e the availability of 10 years from to comprehensive and condition or technology of that our company from home of the company form home of the com	nable and not sold or of spare parts & c he date of installation guarantee period with chnical specifications hpany/firm has no of State Govt. or th as been black listed/b Address of Govt./D ag. hg. ebarring. VAT/Sales Tax / C	on lower rates to consumables for supply. In spare parts of the date of the black sein subordinate conned/debarred panned/debarred panned/state) and state of the firm as on
Place:				Name and Sign	nature of Bidder
Date:			·	Decia	nation with seal

Annual turn over statement

[Ref. Section-I-ITB-Clause No.9 and Section-VIA GCC Clause 2.6 (Viii)]

The Average Gross Annument for the particular correct:-	nal Turnover of M/sast three years are given below	(<i>Nan</i> v and cert	ne of Firm)ified that the	and address statement is true and
S1. NO.	Financial Years		Turnover ir	n Lakhs (Rs)
1.	2012-13	-		
2.	2013-14	. -		
3.	2014-15			
	Total		Rs	Lakhs
Average gross annual turn Note:- Turn over for the y certified by C.A.	nover ear 2015-16 may also be cons	sidered, if	Rs	Lakhs are audited and
Date	Signature of the bidder		Chartere	of Auditor/Seal ad Accountant e & Address.)

Statement of past supplies and performance

(Special Contract Conditions no. -11) (SCC-11)

(Separate sheet for each item)

	Order placed by [full address of	Order	Description and	Date comple deliv	tion of	Remarks indicatin	Has the equipments
Financial year	purchaser with telephone & fax no.]	No. and date	quantity of ordered goods	As per Actual		g reasons for late delivery, if any	been supplied & installed satisfactory ?
2012-13							_
2013-14							
2014-15							**************************************
Total (10%)		<u>-</u>					

- 1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.
- 2. Firm should have supplied at least 10% of the indicative quantity specified in the NIB in last three financial years.
- 3. The different variants of same equipment may be considered.

Date:

- 4. Past Performance for the year 2015-16 may also be considered, if accounts are audited and certified by C.A.
- 5. The past performance criteria is not applicable for ISI marked items.
- 6. In the case of supply of imported item the suppliers may be asked to furnish a certificate and other information to the effect that the firm has completed all the formalities including bill of entries in custom in connection with import of the item in question.

entries in custom in connection with i	import of the item in question.	-
Place:		

Signature of Bidder with Seal

Statement of Plant & Machinery

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

(It should be submitted with cover-A)

- (i) List of Plant & Machinery available for production of equipment.
- (ii) List of items manufactured by the bidder.
- (iii) Area of unit with working space & authority letter of allotment.
- (iv) Stock position of raw material.
- (v) Registration certificate for manufacturing unit/S.S.I. unit from Industries department.
- (vi) Man power status/details.
- (vii) List of equipment for quality control measures including details of Quality control laboratory, if any.
- (viii) Certificate from Govt. Agency/ Charted engineer for production capacity assessment.
- (ix) Any other information.

(Name)
Signature of
Bidder with Seal

Pre- stamp receipt

I/V	Ve receive	ed an amo	ount of F	₹sr	il	from T	he Manag	ging Dire	ector,
Rajasthan	Medical	Services	Corporation	n Limited,	Rajasthan,	Jaipur,	through	DD/BC	No.
nil	dated	nilor	RTGS etc. a	s details fo	r payment is	given be	elow:		
	1.	Name of	supplier	****************		1 * * * * 1 2 4 * * 0 0 4 # * 4	***************************************	**!*********	
	2.	Name &	address of F	irm	*************		***************************************	***********	
	3.	Name of	bank & brai	1ch	*******	************		••••••	
	4.	Bank a/c	type : S	aving/Curre	ent/Over Dra	ft/		**************	••••
	5.	Bank a/c	number	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •		•••••		•••
	6.	Bank bra	anch MICR (Code	************		•••••	************	
	7.	RTGS/II	CS Code	*************		**********			••
	8.		CS Code						
	9.	PAN NO)	•••••	••••••	***********	************	•••••	•
			ntact person's						
		************	****************	************************************	•••••		*************	***********	
Thi	s amount i	s received	against refu	nd of bid se	ecurity of bio	l non	ildate	ednil	*****
and sancti	on No	nil	Dat	edr	il				
				·	Signatur	re of Aut	horized S	ignatory	
Place:						N	ame of S	ignatory	
Date:						Des	ignation v	vith seal	

Format of affidavit for EM-II

(Section VIA-GCC Clause No. 2.6 (ii))
(On Non Judicial Stamp Paper of Rs.10/-)

Yrs	I/We(Name)	prietor/Partner/Authorized Director of M/s
(a)	My/Our above noted enterprise M/s issued acknowledgement of Entrepreneur Industries Centre(Name & Addre acknowledgement No. is	ial Memorandum Part-II by the District ss with District & State)
	(ii)	
	(iii)	•
	(iv)	
	(v)	
(b)	My/Our above noted acknowledgement of I been cancelled or withdrawn by the Indus regularly manufacturing the above items. My/Our enterprise is having all the requisit	stries Department and that the enterprise is
(c)	to manufacture the above noted items.	e plant and indomnory and is raily equipped
Place.	ð	
Date		
		Signature of Proprietor/Director Authorized Signatory with Rubber

Stamp and date

To,

Executive Director (EPM),

(On Firm's letter head)

D-Block, Swasthya Bhawan, Tilak Marg,

C-scheme, Jaipur-302005

Telephone no. 0141-2223887

Fax no. 0141-2228065

Subject: - Regarding submission of Consolidated Contract Completion Report NAME OF FIRM:

RATE CONTRACT NO & DATE

NAME OF ITEM

S	Supply Order)rder		Stipulated date of	Actual Supply	upply	Quantity Remained unsupplied	temained plied				Payment Details (In Rs.)	(In Rs.)			
Cons nau Med Instit	Consignee name/ Medical Institution	Qty. (in unit)	Aunt. (Rs.)	of supplies (Delivery Period) (In Days)	Actual date of receipt	Quanti ty (in unit)	Quantity (in unit)	Reasons	Sanction Net no. & Amount date	Net	Taxes VAT/CST	L.D. Charges	L.D. RMSC Charges Charges @ 5%	Amt. paid to Firm	Total Sanction Amt.	Remarks
3.		4	5.	6.	7.	×.	9.	10.	11.	12.	13.	14.	15.	16.	17.	18.
			-													

(SIGNATURE OF SEAL OF FIRM)

NOTE:-

- Column no. 1 to 18 is to be filled by firm and shall be submitted to E.D. (EPM).
- The information filled in by firm shall be correct, complete.
 - Attach separate sheets as annexure, whenever necessary.

(Non – Judicial Stamp Paper of Rs. 100/-)

Comprehensive Maintenance Contract (C.M.C)

This Comprehensive Maintenance Contract (CMC) is made on
through (hereinafter referred to as the
successor and assigns) AND
Managing Director, Rajasthan Medical Services Corporation Limited, Jaipur or his designated officer's (hereinafter referred to as the "Procuring Officer" (means user of equipments/consignee/incharge officer of medical institution) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns):
WHEREAS:
A. M/s
in this Agreement.
Now therefore, in consideration of mutual promises and covenants and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the parties, the parties execute this contract follows:
1. Commencement : - CMC will only be commencing after the completion of guarantee period and a written request by concerned RMSC/Procuring officer or his authorized officer to the firm. The RMSC/concerned consignee shall ensure the availability of funds and shall also examine the CMC necessity for a particular equipment/instrument.
2. Duration, extension and termination of this agreement:
(i) This C.M.C. is the supplementary part of Original Agreement (Rate Contract)
(ii) The validity period of this C.M.C. is for as specified in bid document (years) which starts from the next day of completion of Guarantee period of Rate Contract referred in clause first above. The C.M.A. Starts from day of
(iii) The Security deposited shall be refunded as per clause 12 of original Agreement R/C No subject to that:- (a) The 25% of total deposited S.D. amount shall be withheld against the security

of this (CMC) agreement.

(b) If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described under clause-8 or any other recovery from security deposit.

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

- - (a) Onsite & service centre labour for carrying out preventive maintenance and repairs.

 - (c) Safety and software updates for features that were originally purchased and forming part of the equipment during commencement of this contract.
 - (d) Routine Cleaning, lubrication, replacement of o' rings gaskets etc. for all mechanical instruments.
 - (e) Routine cleaning & calibration of electronic equipments.
 - (f) Spare parts beyond clause no. 6 are included in the CMC offer and will not be charged extra.
 - (g) Firms offering conditions:-

• Response time

< 48 Hours after first contact

Service hours

Mon-Fri (09:30-18:00)

Preventive Maintenance (PM)**

Any number

Parts for Preventive maintenance

All, as per requirement

• Up time

95% (346 Days)

Breakdown

A11

• Technical & Application Support Session

As required

• Demonstrations & Trainings

As & when required

- Note:** PM Includes Quality Assurance, Safety checks and calibration
- (h) Contact Details of service providing firm:

Full Address:

Email ID:

Hotline:

Service Portal:

Toll Free Number:

- (i) Exclusions of Service under this Contract:
- (a) Damages caused by or arising out of or aggravated by fire caused by sources external to the Equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations, (whether war be declared or not), civil war, revolution, insurrection, mutiny, Labour unrest, lockout, confiscation, commandeering by a group of malicious persons or persons acting on

behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.

- (b) Any work external to the Equipment covered under this contract.
- (c) This contract does not cover hardware upgrade of any kind.
- (d) All consumables as per Bid documents as per as clause- 5.
- (e) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CAC period.
- (f) Training for the Quoted equipment/machine, if required, will be provided by the firm without any additional charges.

(ii) Limitations of Services under this contract:

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

4. Care for the equipment:

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

5. Price:

- (iv) No price escalation will be applicable.

6. List and rates consumables:

- 1

(a) The list of reagents & chemicals:-

S. N.	Name of Reagents & Chemicals	Packaging Unit	Price Rs. Per Unit	Remark
1				
2				
3				
So				
on				

(b) The list of consumables:-

S. N.	Name of Consumable	Packaging Unit	Price Rs. Per Unit	Remark
1 .				
2				
3				
So on				

(c) The list of spares parts:-

S. N.	Name of Spares parts of equipment	Packaging Unit	Price Rs. Per Unit	Remark
1				
2				
3				
So				
on				

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

7. Payment terms:

The RMSC/Procuring Officer/Consignee shall make 50% advance payment of annual maintenance charges after completion of each six month of satisfactory service by way of Demand Draft/Account payee cheque in favour of service providing firm. The remittance

charges shall be borne by the firm. The Consignee shall ensure that maintenance and repair are satisfactory during last half yearly period before further advancing CMC charges to firm.

8. Liquidated damages:

- The Supplier/service providing firm shall be liable to pay a penalty of Rupees five Hundred per day (Varies from equipment to equipment) if the firm didn't response after 48 hours from the time of receiving first complain. The complaint may be sent to firm by way of telephone/fax/letter or e-mail. The amount of L.D. will be directly deducted from the S.D. of the firm at the time of refund or before by way of any adjustment order.
- (ii) During breakdown of equipments/machine firm will depute the engineer for immediate rectification of defect within 48 hours positively otherwise equipment may be got repaired on the risk & cost of firm.

9. Assistance for providing service:

10. Location & location change:

11. Indemnification:

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

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

12. Dispute resolution committee:

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

. 6

13. Jurisdiction:

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

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

Signed on behalf of the	Signed on behalf of the	
Signed	Signed	
(Authorized signatory)	(Authorized signatory)	
Name	Name	
(Capitals) Designation:	(Capitals) Designation:	
Rubber stamp	Rubber stamp	
Witness-1	Witness-1	
Witness-2	Witness-2	

(Not Applicable)

Maintenance Contract Charges/Rates

(Rates from (BOQ) (BF-IV))

(Amount in Rs.)

S. No.	Years (After	Prices including taxes and	l other all kind of charges
	Completion of Guarantee Period)	In Figures	In Words
1	Ist Year		
2	IInd Year	Note-Don't write	Note-Don't write
3	IIIrd Year	rates here	rates here
4	IVth Year	rates nere	
5	Vth Year		

Note: No rates should be quoted in this annexure.

Signature with seal

Authorized Signatory of Firm

Signature with seal

Authorized Signatory of Corporation

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

Declaration

I/We	M/s.						represented	by	its
Proprieto	or/managi	ing	Partner/Managing	Director	having	its	Registered	Office	at
	• • • • • • • • • • • • • • • • • • • •		and its Factor	y Premises a	t			do de	clare
that I/w	e have ca	arefull	y read all the cond	ditions of bi	d no	D	atedinclu	ıding al	l the
amendm	ents in		. Ref	for supply	cum rate	contra	et of	(Item 1	name)
•••••	for F	Rajasth	nan Medical Service	es Corporatio	on Ltd. for	the ye	ear 2015-16 an	d accept	ts all
condition	ns of bid i	ncludi	ng amendments, if a	ıny.			•		

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

FORM NO. 1

(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.-30 (vi)]

App Befo 1.	ore the	of(First/Secongres of appellant: Name of the appellant:	d Appellate Authority)	
	(ii)	Official Address, if any:			
	(iii)	Residential address:			•
2.	(i) (ii) (iii)	d address of the respondent (S):			• .
3.4.	Number that pass	and date of the order appealed against ed the order (enclose copy), or a sta g Entity in contravention to the provision pellant proposes to be represented by a pative:	tement of a decision	n, action or offission of the appellant is aggrie	ved:
5.	Number	of affidavits and documents enclosed w	rith the appeal:		
6.		Ground	ot	appeal:	
7.			(Suppo	orted by an affidavit) Prayer:	

		***************************************	**************************************	*************************	
-Pla					
Da Ap	te pellant's S	ignature			

(Shall be submitted on letter head of firm)

Declaration by the Bidder regarding Qualifications

- 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:	Signature of bidde
Place:	Name:
	Designation:
	Address:

(Shall be submitted on letter head of firm) Declaration of Manufacturer/Direct Importer

	NIB No. 179
represented by Mr. (Name of Bidder	(Name of Firm/Company with address)
If this declaration is found to be incorrect then witho my/our Bid Security may be forfeited in full and cancelled.	out prejudice to any other action that may be taken, I the Bid if any to the extent accepted may be
I/we further declare that the item(Name of premises at(Address of Factory & Office)	item)is Manufactures/Imported at our
Signed	en de la companya de La companya de la co
Name	
In the capacity of	
Duly authorized to sign the Authorization for and /Firm/Company)	
Tel:	
Fax:	
E-mail:	
Date:	

(On the letterhead of manufacturer and notarized)

Authorisation from foreign principal manufacturer

(Applicable in case of direct importer only)

TO,	,
The Managing Director/Executive Director (EPM), Rajasthan Medical Services Corporation Limited D, Block, Swasthya Bhawan, Tilak Marg,C-Scheme,	
Jaipur-302005, (Rajasthan)	
Subject: Regarding authorisation for our products. Ref.: Your NIB- 179 dated	
Name of items	
Dear Sir,	
I/we(Name)	em)having factory by authorize Messrsher and enter into a contract with
I/we further confirm that no supplier or firm or individual of <i>Firm</i>), is authorised to submit a Bid, process the same further and enteryour requirement as contained in the above referred Bid documents for by us.	er into a contract with you against
I/we also hereby extend our full guarantee, CMC as appl Contract, read with modifications/addendum, if any, in the General/S the goods and services offered for supply by the above firm against the	pecial Conditions of Contract for
I/we also hereby confirm that we shall also be responsible contract placed on the authorized Firm.	for the satisfactory execution of
This authorization shall be valid till the completion of the services ie. Guarantee and Comprehensive Maintenance obligations e	
Yours faithfully,	
(Name & Signature)	verification and signature by bidder
For M/s	Seal and address of bidder
AUTHORISED SIGNATORY	
Accepted by the authorized Bidder Mr(Signature, No.	ame & Address)

(On the letterhead of firm and notarized) Authorisation of Bidder by the Firm

TO,
The Managing Director/Executive Director (EPM),
Rajasthan Medical Services Corporation Limited
D, Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, (Rajasthan)
Jaipur-302003, (Kajastitan)
Subject: Regarding authorisation of Bidder by the Firm.
Ref.: Your NIB no. 179 dated
Name of items
Dear Sir,
I/we(Name)for M/s(Name of firm)
who are proven and reputable manufacturers(Name of item)having factory
at (Address of Factory and Office)
(Name & Designation of Bidder)to submit a Bid, process the same further and enter into a
contract with you against your requirement as contained in the above referred Bid documents/NIB for
the above goods manufactured by us.
I/we obtain the approval of Board of Directors of our Firm in the meeting noheld
on datedat Agenda No
I/we further confirm that no individual other than Mr(Name & Designation of Bidder), is
authorised to submit a Bid, process the same further and enter into a contract with you against your
requirement as contained in the above referred Bid documents for the above goods manufactured by
our Firm.
I/we also hereby extend our full guarantee, CMC as applicable as per Bid conditions of
Contract read with modifications/addendum, if any, in the General/Special Conditions of Contract for
the goods and services offered for supply by the authorized Bidder/Signatory against this Bid
document.
I/we also hereby confirm that we shall also be responsible for the satisfactory execution of
contract placed on the authorized Firm.
•
This authorization shall be valid till the completion of the rate contract period and related services ie. Guarantee and Comprehensive Maintenance obligations etc., whichever is later.
The attested photocopy of photo ID/Voter ID/Driving License/Any other equal document for
authorised person is enclosed here.
Yours faithfully,
(Name & Signature of Chairman & CMD)
For M/s AUTHORISED SIGNATORY OF FIRM
ACTIONISTS DIGITATION OF LIPTIN
Accepted by the authorized person Mr(Signature, Name & Address)

E-mail address.....

Verification

I/weS/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-XX and	d other information submitted for BID no.
are true and correct to the best of my knowledge and no	othing has been concealed therein.
May God help me?	
	Signature of Bidder
	Name:
	Address:
	Mobile No



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



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

E-Mail -edepmrmsc-rj@nic.in

SECTION V: SCHEDULE OF SUPPLY Table of Contents

S. No.	Description	Pages
1.	List of Goods and Related Services	
2.	Delivery and Completion Schedule	-
3.	Technical Specifications	
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 -edepmrmsc-rj@nic.in

SECTION V: SCHEDULE OF SUPPLY

Clause No.	Description		
1	List of goods and related services:		
1.1	Name of item:- ALS Ambulances		
1.2	Related services are delivery, local transportation, installation, commissioning, demonstration and training etc.		
1.3	Guarantee Period starts from the date of delivery/ installation for a period ofYears.		
1.4	Comprehensive Maintenance Contract shall be executed for a period ofyears from the date of completion of guarantee period.		
2	Delivery and completion schedule:		
2.1	Supply orders and supply schedule:		
2.1.1	 (i) All the supply orders will be placed to the approved bidder by RMSCL through registered post/e-mail/any communication medium. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of supply. The supply period shall be 80 days for the first supply order of 34 ALS Ambulance vehicles including for preparation of prototype/ sample & its approval. The finalization of prototype should be within a period of 40 days from issue of supply order. The additional delivery period will be application if more than 3 days are taken by the Technical Committee in the inspection/approval of prototype ALS Ambulance vehicles. Any delay in prototype preparation will be adjusted in total supply period of 80 days. (ii) In case of further supply order minimum 30 vehicles shall be supplied in 30 days or delivery period subject to minimum of 30 days. 		
2.1.2	In case of imported items, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 2.1.1 above.		
2.1.3	The successful bidder acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision.		
2.1.4	Except for equipments/machinery, which requires installation/commissioning, all other supplies shall be to district headquarter only. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation from the supplier on case to case basis. The consignee for supplies shall be the M.D. RMSC or a medical institution in the state such as M.D., NHM, Director (PH/ RCH/ HA/ IEC/ Aids/ ESI), Principal of Medical Colleges, Superintendents of attached hospitals /In charge Officer, C.D. Store, Sethi Colony, Jaipur/CM&HO/PMO/DPC of DDW etc. or their equivalent or as mentioned in supply order.		

2.1.5	To ensure sustained supply without any interruption, the M.D., RMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders. In such a case, the requirement may be met by dividing be quantity among the R/C holders considering the quantity required and dedicated capacity of the successful bidders (BF-V).
2.1.6	The ready stock position of the item, if provided by the firm, may be considered by the Corporation for the placement of supply orders.
2.1.7	It may be noted that the Corporation does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.
2.1.8	The quantities indicated in the Table-1 are mere estimates and are intended to give an idea to the prospective bidder. The figures indicated do not constitute any commitment on the part of corporation to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.
2.2	Procuring entity's right to vary quantity:
2.2.1	The quantity of equipments originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
2.2.2	If the RMSCL procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
2.2.3	If the Bidder fails to supply the RMSCL shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.
2.3	Submission of contract completion report:
2.3.1	A consolidated statement (BF-XI) shall be submitted to ED, EPM by the 10th of each month. Every time the statement should contain details of all orders placed under the contract.
2.3.2	Firms will have to submit consolidated statement (BF-XI) in duplicate at the end of rate contract well as after expiry of equipment/instrument guarantee period (as provided in guarantee clause of the contract) to enable the Corporation to examine the case for refund of performance security.
2.3.3	The consignee shall intimate the contractor/supplier about the defect(s) at once in such a manner, so as to reach the office of the firm immediately and before completion of guarantee period. It shall be the responsibility of the consignee to get the complaint of defective equipment or defective performance registered immediately with the office of ED (EPM), RMSCL/MD, RMSCL also.
2.5	Packing & insurance:
2.5.1	The good will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred.
2.5.2	The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Procurement Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at

1	destination after the Checking/inspection of material by the consignee. No extra cost on	
	such account shall be admissible. The firm may keep its agent to verify any damage or loss	
	discovered at the consignee's store, if it so likes.	
2.5.3	Packing, cases, containers and other allied material if any shall be supplied free, except	
	where otherwise specified by the firm(s) and agreed by the corporation and the same shall	
	not be returned to him.	
2.5.4	Packing specifications:	
	A. Schedule For Packaging-General Specifications:	
	1. No corrugate package should weigh more than 15 kgs (ie, product + inner carton +	
	corrugated box.)	
	2. All Corrugated boxed should be of 'A' grade paper i.e., Virgin.	
	3. All items should be packed only in first hand boxes only.	
	4. Flute: The corrugated boxes should be of narrow flute.	
	5. Joint: Every box should be preferably single joint and not more than two joints.	
	6. Stitching: Every box should be stitched using pairs of metal pins with an interval	
	of two inches between each pair. The boxes should be stitched and not joined using	
	calico at the corners.	
	7. Flap: The flaps should uniformly meet but should not overlap each other. The flap	
	when turned by 45-60° should not crack.	
	8. Tape: Every box should be sealed with gum tape running along the top and lower	
	opening.	
	9. Carry Strap: Every box should be strapped with two parallel nylon carry straps	
	(they should intersect).	
	10. Label: Every corrugated box should carry a large outer label at least 15cms. 10cms	
	dimension clearly indicated that the product is for "Rajasthan Govt. Supply - Not	
	For Sale" and it should carry the correct technical name, strength or the 4product,	
	date of manufacturing, date of expiry, quantity packed and net weight of the box in	
	bold letters as depicted in Enclosure II to Annexure-VI of this document.	
	11. Other: No box should contain mixed products or mixed batches of the same	
	product.	
	B. Specifications For Chemicals:	
	~	
26	Not more than 25 kg may be packed in a single bag/carton. Medical colleges and their attached hospitals:	
2.6	Medical coneges and their attached hospitals:	
2.6.1	(i) The following medical colleges and their attached hospitals may procure goods	
	through RMSCL:-	
	a. S.M.S. medical college, Jaipur and attached hospitals.	
	b. Dr. S.N. Medical College, Jodhpur and attached hospitals.	
	c. Government Medical College, Kota and attached hospitals.	
	d. Jawaharlal Nehru Medical College, Ajmer and attached hospitals.	
	e. RNT Medical College, Udaipur and attached hospitals.	
	f. Sardar Patel Medical College, Bikaner and attached hospitals.	
2.6.2	The funds shall be transferred to RMSC with indent form by the demanding Officers and	
2.0.2	supply orders will be placed by RMSC to suppliers.	
2.7	Rejection of goods:	
2.1	Attifection of goods.	
2.7.1	Articles not as per specification/ or not approved shall be rejected by the	
	corporation/consignee and will have to be replaced by the supplier firm at its own cost	
	within 15 days or as time limit fixed by the corporation.	
2.7.2	All the stores supplied shall be of the best quality and conforming to the specification,	
	trademark laid down in the schedule attached to agreement and in strict accordance with	
	and equal to the approved, standard, samples. In case of any material of which there are no	

	1 1 111 - 6the heat quality to be substantily at by
	standards or approved samples, the supply shall be of the best quality to be substantiated by
	documents. The decision of M.D., RMSC Ltd., Jaipur as to the quality of stores be final
	and binding upon the bidder. In case any of the articles supplied are not found as per
	specification or declared sub-standard/spurious, that shall be liable to be rejected and any
	expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely
	at his account.
2.7.3	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.
274	The rejected item must be removed by the firm, within 15 days of the date of intimation of
2.7.4	rejection. The officials concerned will take reasonable care of such material but in no
	case shall be responsible for any loss, damage, shortage that may occur while it is in their
	premises.
0.7.6	No payment shall be made for defective/incorrect items. However, if payment has been
2.7.5	made, then defective items shall be allowed to be removed only after the firm replaces
	made, then defective items shan be anowed to be removed to be removed to made, the firm material as per specifications, duly inspected. If the payment has not been made, the firm
	may be allowed to remove the material without prior replacement (provided firm has
	performance Security as per condition no. 19) Joint inspection of defective material may be
	carried out as required by the corporation. However sample of ISI marked material found
	1. C. Character by apprioned for reference to RIS
	defective shall be kept by consignee for reference to BIS. In case firm wants to take back item to their works for rectification then firm has to deposit
2.7.6	payment received against such defective supplies. In case supplier has not received any
	payment received against such defective supplies. In case supplier has not received any
	payment then material be returned to supplier firm for rectification.
2.7.7	The Bidder shall be responsible for the proper packing and delivery of the material to the
	consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the
	Bidder shall be responsible. No extra cost on such account shall be admissible.
2.8	Dividing quantities among more than one bidder at (in case of procurement of goods):
2.0.1	As a general rule all the quantities of the subject matter of procurement shall be procured
2.8.1	from the hidder, whose hid is accented. However, when it is considered that the quantity of
	the subject matter of procurement to be procured is very large and it may not be in the
	capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is
	considered that the subject matter of procurement to be procured is of critical and vital
	nature, in such cases, the quantity may be divided between the bidder, whose bid is
	accepted and the second lowest bidder or even more bidders in that order, in a fair,
	transparent and equitable manner at the rates of the bidder, whose bid is accepted as
	described in clause-32.
2.9	Terms of payment:
4.9	
2.9.1	Unless otherwise agreed between the corporation and the firm, payment/part payment (up
	to 70%) for the delivery of the stores will be made on submission of bills in proper form by
	the firm. Payment shall be released on receipt of certificate of supply as per specifications
	and in good condition from the consignee along with the bill. Installation/commissioning
	of equipment and rendition of required satisfactory training to the consignee's personnel, it
	any shall also be necessary for releasing full payment. In case of delayed supplies,
	deduction of L.D. as per provisions shall be made from payments. The firms shall seek
	time extension from the Corporation before delayed dispatch of supplies.
2.9.2	Payment shall be made by RTGS/account payee bank demand draft/banker's cheque, as the
2.9.2	case may be. Expenses on this account, if any, shall be borne by the firm.
ı	,

2.9.4 All bills/invoices should be raised in triplicate and in the case of Excisable items; should be drawn as per Central Excise Rules in the name of the authority concerned 2.9.5 If at any time during the period of contract, the price of bid items is reduced or down by any law or Act of the Central or State Government or by the bidder him bidder shall be bound to inform M.D., RMSCL, Jaipur immediately about it. Pur authority shall be empowered to unilaterally effect such reduction as is necessary in case the bidder fails to notify or fails to agree for such reduction of rates. 2.9.6 In case of any enhancement in Excise Duty due to notification of the Government adate of submission of bids and during the bid period, the quantum of additional exc so levied will be allowed to be charged extra as a separate item without any chang basic price structure of the items approved under the bid. For claiming the addition account of the increase in Excise Duty, the bidder should produce a letter fit concerned Excise authorities for having paid additional Excise Duty on the goods at to ordering authority and also must claim the same in the invoice separately. Sim there is any reduction in the rate of excise duty of items, as notified by the Government after the date of submission of bid, the quantum of the price to the extent of reduction in the rate of excise duty of items, as notified by the Government and the price of the extent of reduction in the rate of excise duty of items, as notified by the Government and the price of the extent of reduction in the rate of excise duty of items, as notified by the Government and the price of the extent of reduction in the rate of excise duty of items, as notified by the Government and the price of the extent of reduction and the price of the extent of the price of the extent of the price of the price of the price of the	brought aself, the rchasing in rates after the cise duty ge in the conal cost from the supplied nilarly if	
down by any law or Act of the Central or State Government or by the bidder him bidder shall be bound to inform M.D., RMSCL, Jaipur immediately about it. Pur authority shall be empowered to unilaterally effect such reduction as is necessary in case the bidder fails to notify or fails to agree for such reduction of rates. 2.9.6 In case of any enhancement in Excise Duty due to notification of the Government a date of submission of bids and during the bid period, the quantum of additional exc so levied will be allowed to be charged extra as a separate item without any chang basic price structure of the items approved under the bid. For claiming the additio on account of the increase in Excise Duty, the bidder should produce a letter fit concerned Excise authorities for having paid additional Excise Duty on the goods so to ordering authority and also must claim the same in the invoice separately. Sim there is any reduction in the rate of excise duty of items, as notified by the Government and the price to the extent of reduction in the rate of bid, the quantum of the price to the extent of reduction in the rate of submission of bid, the quantum of the price to the extent of reduction in the rate of excise duty of items, as notified by the Government and the price to the extent of reduction in the rate of excise duty of items, as notified by the Government and the price to the extent of reduction in the rate of excise duty of items.	after the cise duty ge in the conal cost from the supplied nilarly if	
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items approved under the bidder.	ernment, of	
2.9.7 In case of successful bidder has been enjoying excise duty exemption on any criter bidder will not be allowed to claim excise duty at later point of time during the te contract, if the excise duty become chargeable on goods manufactured due to any re-	enure of eason.	
	If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made/decided by M.D. RMSCL.	
2.10 Liquidated damages:		
2.10.1 The time specified for delivery in the bid form shall be deemed to be the essence contract and the successful bidder shall arrange supplies within the period on reorder from the Purchasing Officers.		
2.10.2 In case of extension in the delivery period with liquidated damages, recovery of L. be made at such rates, as given below, of value of stores which the bidder has f supply:-		
 (a) Delay up to one- fourth period of the prescribed Delivery Period - 2.5% (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5% (c) Delay exceeding half but not exceeding three- fourth of the Prescribed 	y delivery	
period - 7.5% (d) Delay exceeding three- fourth of the prescribed period -10% Fraction of a reckoning the period of delay in supplies shall be eliminated if it is less that day. The maximum amount of agreed liquidated damage shall be 10%.	a day in	
2.10.3 If the supplier requires an extension of time in completion of contractual supply on of occurrence of any hindrances, he shall apply in writing to M.D. RMSC Ltd., Jai the same immediately on occurrence of the hindrances but not after the stipulated completion of supply. The firms shall ensure extension of delivery period for	ipur, for late of delayed	
supplies. The payment shall only be released by purchase officer after sand extension in delivery period.		
2.10.4 Delivery period may be extended with or without liquidated damages. If the dela supply of goods is on account of force majeure i.e., which is beyond the contro bidder, the extension in delivery period may be granted without Liquidated Damage	ol of the e.	
2.10.5 If the bidder is unable to complete the supply within the specified or extended per purchasing officer shall be entitled to purchase the goods or any part thereof	, ,	

2.10.6	elsewhere without notice to the bidder on his (i.e., bidders) account at his cost are risk, with the prior approved from M.D., RMSC Ltd., Jaipur. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder. The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period. In specific condition, permission for additional delay may be granted for supply, in such a
2,10.0	case an additional penalty of 5% shall be levied.
2.10.7	If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rate received in new bid(s) invited are lower than the rate contract in operation, then the supplier shall be entitled to the lower rates so received.
2.11	Recoveries:
2.11.1	Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the corporation. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
2.11.2	Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the corporation can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with corporation against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with corporation but decision of M.D., RMSC Ltd., Jaipur regarding authenticity of sum payable shall be final.

3. Technical Specifications of ALS Ambulances-

S. No.	Description
1.	Technical Specifications of ALS Ambulance
	General Vehicle Design and Floor Plans:
	The Air Conditioned road ambulance shall comply with homologation requirements given in standards notified under CMVR 1989 and Automotive Industry Standard (AIS – 125) and ambulance should be either of CMVR approved rear wheel drive monocoque design or should be fully built on chassis of a major Indian OE manufacturer of repute. In either case, the vehicle manufacturer should have dealership network and repair servicing facility in major cities of Rajasthan. The ambulance should be designed, built and complete with operating accessories as specified herein. The assembly, sub-assembly and equipment should be integrated in such a way so as to enable the vehicle function in a reliable way and in a sustained fashion for durability, safety and comfort. The design of the vehicle and the specified equipment shall permit accessibility for servicing/replacement and adjustment of components/parts and accessories, with minimum disturbance to other components and systems. Also, the bidder shall ensure that sufficient re-enforcement is provided to protect the components, assemblies, pipelines, tubing, wiring, etc. which are susceptible to damage/hazards encountered during on-road, off-road,

cross-state operations of ambulance.

The emergency medical care vehicles, including chassis, ambulance body, equipment, devices, medical accessories and electronic equipment shall be brand new standard commercial products of reputed manufacturer and certified to meet or exceed the requirements of these specifications.

The ambulance should meet the axle load distribution as per Central motor vehicles Rules.

The gross payload applicable herein is maximum 1.5 ton. (This payload is after the ambulance is fully built accommodating all necessary fitments, equipment, tools, etc).

Ambulance should have two compartments i.e. driver's cabin and patient compartment. Separated by a partition with a view panel and should not be accessible to dust water with all doors and windows closed.

Overall Dimensions:

The <u>overall length</u> of the ambulance should be minimum 4800 mm to 5500mm excluding rear steps and bumper guard.

The overall width of the ambulance should be minimum 1800 to 2100mm.

The finished floor (loading) height shall be such that specified collapsible stretcher may be loaded in ambulance smoothly single handedly with full comfort of patient.

Overhang:

The front overhang of the vehicle shall not exceed 40% of the wheelbase (excluding front tow hook). The rear overhang of the vehicle shall not exceed 60% of the wheelbase (excluding rear entry steps and toe hook).

Ground Clearance:

Vehicle should have minimum ground clear of 180 mm.

Diesel Engine and Power Train:

The diesel engine should meet BS III/IV requirements of CMVR TAP Document prevailing in the state of registration of the vehicle as on date of commissioning.

The engine coolants, lubricants, oil etc should be able to perform satisfactorily under atmosphere temperature upto 50° C, and also at prevailing humidity, pressure and weather conditions in state of Rajasthan accessibility to check, maintain and refueling for oil, lubricants etc should be easily accessible and marked/symbolized.

The engine horse power, torque, drive train and transmission and tyres should be such that it should meet the following requirements:

- 1. The vehicles shall be capable of a sustained speed of not less than 75 km/h over dry, hard surfaced, level roads.
- 2. The engine of the vehicle should of minimum 75 HP generation capacity.
- 3. The vehicle should be able to negotiate hilly area gradients and sharp bends.
- 4. Alternator capacity output not less than 90 amp.

Steering & Suspension:

Ambulance should be fitted with power assisted steering system, for easy and comfortable steerability of the vehicle at low and high speeds. The vehicle also should comply with the steering requirements, as per CMVR 1989.

Vehicle shall be equipped with laterally matched sets (front and rear) of spring, torsion, or air suspension system components suitable to ensure comfortable ride and safety of the patient. The suspension maybe reinforced suitable to provided additional comfort.

Tyres:

The tyres fitted on the ambulance should be <u>Radial tyres</u> (with/without tube) of Indian make, and type approved by any of the testing agencies specified in CMVR, 1989 for its load, speed performance and durability and tyres should be two in front and two in rear with spare wheel.

A spare wheel should be housed at appropriate place and indicated.

Brakes:

The vehicle should meet all requirements of CMVR 1989. Though it is desirable that the ambulance be equipped with ABS System, fitment of the same is optional.

Fuel Tank (Fuel Storage capacity):

The fuel tank should be approved as a stand-alone component, as per Indian Standard/ CMVR requirement, for all necessary safety aspects and performance.

The capacity of the fuel tank should be such that it should suffice the need 400 km, with one-time filling. The fuel tank should be with fuel fill splash plates.

Cab-Body Provision:

Additionally, driver's cabin should be provided with -

- a) Dual sun visors (padded)
- b) Armrests, mounted on each side door.
- c) Key operated ignition/starter switch.
- d) Ammeter and Voltmeter OPTIONAL.
- e) Fuel Gauge (s).
- f) Oil pressure gauge- OPTIONAL.
- g) Engine temperature gauge.
- h) Speedometer with odometer.
- i) Environmental controls (air conditioning etc).
- j) Seatbelt and shoulder harness for driver and passenger.
- k) Duel outside mirrors.
- 1) Cab lighting and controls,
- m) Electric horn (s).
- n) Throttle control- OPTIONAL,
- o) Rear Door open indicator.

Body Structure:

Ambulances of monocoque design should have body structure as per CMVR.

In ambulances built on OEM Chassis, the ambulance should be fabricated at an IS 16949:2002 or equivalent certified facility.

Combination of 10/12/14G pressed section & MS square tubes, structure with hot dip phosphating process/epoxy coated/galvanized for anti-corrosion, rolled "C" channels for the floor cross members with pressed section for the roof & floor longitudinal & fasteners used should be of high tensile.

Body cross member shall be welded with long members using gusset and shall be designed to support the Ambulance body rigidly and withstand tensional loads. Complete structure welding with CO2 process (mig welding).

Drip rail(s) shall be provided around the entire body and have drain points at each corner.

The ambulance should also have tow hook in the front as well as rear.

Doors

This security system may be integrated with an optional central locking system. The patient's compartment doors shall be capable of being positively restrained in the open position. An audible or visual signal shall warn the driver when any door is not completely closed when the vehicle is in motion. The key can be a mechanical or non-mechanical device.

Partition wall:

One or two windows with a minimum separation of 100 mm shall be provided in the partition wall made of material complying with the requirements of CMVR. The windows shall allow direct visual contact with the driver. The opening area of the window shall have a maximum area of 0,12 m². It shall be secured against self-opening and shall have an adjustable blind or other means of preventing the driver being disturbed by the light of the patient's compartment.

Patient Compartment

In Ambulances, the length of the Patient Compartment shall provide at least 64 cm and not more than 76 cm of unobstructed space at the head of the primary patient, when measured from the face of the backrest of the Doctor's/Paramedic's Seat to the forward edge of the stretcher.

In Ambulance, a minimum of 25 cm shall be provided from the end of the stretcher to rear loading door, to permit clearance for any traction or long-board splints. The ceiling, the interior side walls and the doors of the patient's compartment in Ambulance shall be lined with a material that is non-permeable and resistant to disinfectant.

The patient compartment shall have the provisions for housing:

- a roll-in self-foldable/collapsible stretcher for the patient
- a folding/scoop stretcher
- a squad bench to accommodate minimum four sitting patients or the above mentioned folding/scoop stretcher
- a washbasin with foot operated tap
- Medical Equipment as specified
- Various drugs and consumables
- Other Equipment as specified

Patient compartment volumetric space shall be sufficient in size to transport occupants and accommodate / store all stretchers, squad / cots and litters.

The <u>length</u> of the patient compartment measured from partition to the inside edge of the rear loading door at the floor level shall be at least 310cm.

The width of the compartment after installation of cabinets shall provide 46 ± 15 cm clear aisle walkway between stretcher / cot and the base of squad bench, with the cot located in the street side (non-centred) position.

The patient compartment shall provide at least 175cm height over the patient area, measured from floor to ceiling panels.

An access window between Driver's Cabin and Patient Compartment should be provided at appropriate location for visual checks and voice communication between the cabin and patient compartment. This window should be latch able from the patient cabin side and should be transparent, shatter proof and shall have adjustable opening.

Complete <u>interior panelling</u> of the sidewalls, partition between patient cabin and driver cabin, roof (of both patient and driver cabin) & back door panels should made from long life superior quality Fibre Reinforced Polymer (FRP).

The FRP wherever used, should have the following characteristics:

- Thickness minimum 3.0 mm for FRP.
- Inbuilt colour
- Fire retardant as per IS 6746 of 1988 or latest
- Should meet lamination standard IS 10192 or latest

There should be PUF / PU min. 12 mm thick or thermocol min, 45mm thick or equivalent insulation for reduction of heat and noise within the patient compartment. The insulating material should be non-toxic, non-settling type, vermin proof, mild dew proof and non hygroscopic.

Provision should be made for placement of power switches / sockets/ manifold outlets/ major medical equipment, with sufficient reinforcement for holding them securely while in transit

Adequate provision for storage of medicines/consumables/equipment should be made by providing lockable cabinets & drawers. These should be made of fire retardant material, in sync with the ambulance's internal look and feel. The drawers should be on steel guide ways (of reputed brands only) & provided with ball socket locks to arrest the drawers opening during motion of ambulance.

The floor should be fitted with minimum 3.125 mm aluminium cladded chequered sheet or fire retardant 12 mm marine plywood with 2mm thick Anti-skid PVC vinyl matting or FRP with Anti-skid high density coating. If floor is appreciated marine plywood, suitable size of S.S sheet to be provided in rear side upto the movement of stretcher wheel (stretcher loading area) to prevent scratches with flat head screw.

The anti skidding footsteps should be provided appropriately in the rear for easy entry/exit to the vehicle with reinforcement.

Two windows to be provided, one in each in side, at suitable height from ground for patient privacy. The minimum height and width dimensions shall be 450mm and 550mm respectively.

The complete interior should be edgeless and suitable for easy cleaning / scientific fumigation / treatment of disinfectants. The ambulance interiors should be designed with care to avoid injuries by fall of equipment or cylinder on persons inside the ambulance in case of turmoil due to bad road conditions.

The <u>rear loading door</u> for entry into Patient Compartment should be of appropriate size and the door opening should be side-ways (preferably 270 degrees opening). Each door should be hinged at least at two places and should have firm latching provision.

Ambulance should have cabinets for storing medical equipments, supplies, wash basin and dust bins alongside the partition wall. Storing cabins are to be made of renowned brand of suitable thickness ply wood with (water and fire proof) width size & depth of min. 600 mm and height 900 mm. approximately. The ply wood to be cladded with S.S. Sheet (mirror finished). All the hardware like rails, channels, slides, locks, catchers, hinges, handles should be of heavy duty and of reputed make. Wash basin should be of S.S. with water top and supplying water through motorized pump (12v DC power operated heavy duty) with foot operated control to pump the water from fresh water tank. Fresh water tank and drain water tank of S.S and capacity 18 liter approx. Two no portable-concealed dust bins with spring loaded lids for waste disposal to be provided preferably under the wash basin.

A suitable size of squad's bench to be provided in left side with outside openable top seat. It will be used for storage purpose of extrication tools. Suitable size of foam cushions to be provided for comfort.

A comfortable foldable seat for EMT to be provided of suitable size with Velcro belts to fold it up. It should have one waist seat belt and facing towards the rear of patient compartment.

External oxygen cylinder compartment and delivery system to be provided. A suitable trolley to be fabricated with bonnet type locking arrangement and lever to be provided in driver cabin for opening. It should be dust proof. Trolley should be designed to hold two D-type oxygen cylinder under medical, both the cylinders can be handled independently. High pressure fire proof tubing (280 bar/4060 PSI) with male & female bull nose brass connector

at both ends to be provided for connecting cylinder to gas regulator inside the patient compartment. Gas regulator is to be two stage pressure gauge. 2 No. humidifier bottles and flow meters (0-15 lit per min.) to be provided. Four points of brass (3+1) 3/8" to be provided in complete one assembly. Oxygen door cylinder should not obstruct with the structural members. There should not be any electrical connection in near vicinity or inside the oxygen cylinder housing.

The patient cabin shall have a digital display panel for oxygen supply status. The display panel should be certified for use with Medical Oxygen and should have three individual values displayed to constantly indicate the pressure level of both the cylinders as well as the distribution pressure level. The digital displays should show the actual pressure measured by three individual digital pressure sensors as per the pressure level under monitoring (one each for both the cylinders and one for the line pressure). The changing from one cylinder to the other should not affect the distribution pressure in any way and this change over should occur as fully automatic operation.

Interior noise level:

The interior noise level in the patient compartment in Ambulances shall comply with requirements of AIS-020. During the test, the Siren of the Ambulance shall be kept in the Off position.

Sirens:

In Road Ambulance, all siren loudspeakers have to be mounted on the front of the vehicle. Hidden installation is allowed. The main sound direction must be in driving direction. Permitted are wail and yelp signals that cycle between 10-18 respectively 150-250 per minute at an sound pressure level of 110dB(A) to 120dB(A). The sirens should be tested in accordance with IS 1884 (though not covered in the standard). The frequency range must be at least one octave and should be between 500Hz and 2.000Hz. An additional electronic air horn can be used. Further there should be a public address system that can be worked at all times ergonomically from the driver's seat. The siren switch can only be used if the warning lights are on.

Ingress of dust and rain water:

In ambulances, all doors, windows and hatches shall not allow ingress of dust and rain water when in the fully closed position, when tested in accordance to IS: 11739 - 1986 as amended from time to time, for recording dust ingress in automotive vehicles, and when tested in accordance to IS: 11865 - 2006 as amended from time to time, for water proofing test for automobiles.

General

- a) All the Panels, Parts Mounted and Provision for Medical Equipments to be Mounted, Shall have 4 mm thick Mild Sheet (MS Fe 410) sheet reinforced behind the specified area.
- b) Gap between the FRP sheet the vehicle body shell should stuffed with (45mm thick) sandwich of PU foam and thermocol sheets to reduce the heat transmission.
- c) Provision for placement of power switches/sockets/fans/air conditioner, telemedicine and for upgrading
- d) Other electrical items eg: solar panels.
- e) Provision for LV hooks and holders 2 no. should be made on the ceiling.
- f) Adequate provision for safeguarding oxygen regulator on the right side panel.
- g) Adequate provision to securely hold spine board along RHS wall over wheel hump.
- h) Six plug switch board with on/off switches of standard quality (230 V AC) to be made available on
- i) The RHS wall around Medical Equipment's console Area.

Fixation of devices:

The device shall be restrained by means of a fixation system. The fixation system(s), maintain system(s) or storage system(s) shall hold the device to withstand accelerations or decelerations of 10 g longitudinal (forward, backward), 10 g transverse (left, right) and 10 g vertical. Terminal units and electrical socket outlets shall not be used as part of the fixation system. If rails systems are used, they shall comply with ISO 19054.

Note: Rail systems consist of e.g. rail supports, rails, rail clamps, equipment mount holders, equipment mounts, equipment pin holders and equipment pins.

Head Racks

Head racks (FRP - 3mm thick mm) of suitable size to be built above the squad bench integrated with roof. Inner surface of head racks to be based with soft heatlon sheet of 4mm thickness. Head racks should have suitable closures to cover the opening and easily opera table.

Grab - Rails

A grab rails of S.S to be provided with the ceiling with proper support at 4 places, the dia of pipe should be 30 mm min.

Suitable provision should be made available for securing the spine board above the RHS wheel hump cover with velcro band, scoop stretcher by the side of squade bench, wheel chair to be placed suitably with velcro belts and fire extinguisher placed properly.

All the rear and side window should have non transparent white film pasted up to a height which is 50 mm more them half of the height of window to avoid any visibility into the ambulance.

Water Dispenser

A water dispenser of 6 liter is to be provided with straps near wash basin area.

Interior lighting:

Natural colour balance lighting shall be provided.

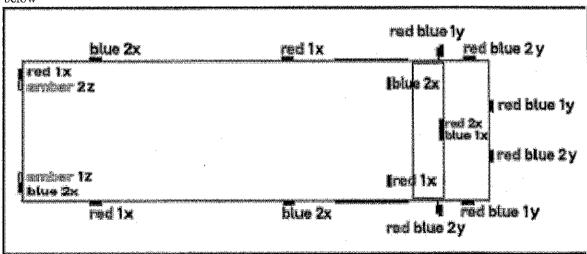
<u>Note:</u> The colour temperature of the light will change the appearance of skin and organs. Therefore it is important that the interior lighting is suitable for patient care during transport. Although it may not be necessary in ambulance use to define "daylight" or "natural colour balance" in a more exact way other than the colour temperature. The colour temperature of the interior lights should be minimum 4000 Degrees Kelvin.

In Ambulance, there shall be an additional light within the treatment area with a minimum of 1650 Lux. It shall be measured at the stretcher surface in its lowest position. The minimum distance of the measurement shall be 750 mm below the light and in an area with a minimum diameter of 200 mm.

- 220V AC/15 amp -3 pin (4Nos.) and 12V DC Round sockets (2Nos) power source with Crabtree or equivalent modular switches.
- External charge port with spring loaded lid. Has to be located at suitable space.
- One Mobile Charging Switch Socket assembly is to be provided in Pilot compartment.
- Patient's compartment illumination should be minimum 150 Lux for Patient Area (Stretcher) and minimum 50 Lux for Surrounding Area.

Warning lights:

All warning lights have to be mounted rectangular to the horizontal ground. They must provide 100% of their intensity in a vertical angle of ± 4 degrees and 50% in a vertical angle of ± 8 degrees. The minimum intensity is for blue and red lights at 100cd at daylight and 200cd in the night. The horizontal minimum angle should be at least 45 degrees. All lights must flash between 2Hz and 4Hz and should be mounted as on the graphic below



Flash Pattern:

- 1. Indicates light flashing the same time
- 2. Indicates light flashing 180 degree out of phase with 1
- 3. 'x' indicates 'ON' lights in primary and secondary mode
- 4. 'y' indicates 'ON' light only in primary mode
- 5. 'z' indicates 'ON' light only in secondary mode

Lights marked with "red blue" must show red and blue in one pIECe one at a time. In daytime they must flash

red in nighttime they must flash blue. Two lights have to be mounted in the lower middle windshield only flashing to the outside of the car. All lights should be flashing as shown in the graphic above. To switch from Primary into Secondary Mode there has to be one switch that allows only one mode.

Electrical Wiring:

All the main components like.

- a) AC Blower
- b) Condenser Fans
- c) Each of internal lightings (Tube lights)
- d) Internal lightings (spot lights)
- e) External lightings (Flashers)
- f) External lightings (spot/Flood lights)
- g) Light Bars

Should have separate circuits, (Power drawn directly from source (with proper cut off switch after Battery/Inverter) and a Fuse in it.)

A Laminated copy of standard wiring diagram should be provided with each ambulance for reference

Electrical Requirements:

Electrical installations shall comply with those clauses of IEC 60364-7-708 which are applicable to ambulances other than OE fitment.

In ambulance, there should be two types of electrical design fitment and performance requirements.

- 1. Electrical power generated by the integrated alternator with engine. This alternator power generated should meet the requirement of automobile lighting, signalling, roof mounted bar, beacon lamps, visual and audible alarms, including HVAC requirements.
 - The alternator of the vehicle should be heavy duty to fulfill all required loads, mentioned. Moreover, it should also provide additional 20%, (i.e. 120 %) of its full rated output, for continuous operation.
- 2. For auxiliary power requirements of the patient cabin An inverter to be installed in a suitable place in the vehicle, which will fulfill the power requirements of medical equipments, interior illumination devices lamps, bulbs, tubes, entrance illumination, spot lights, etc.

Battery and alternator:

Batteries shall be positioned to allow maintenance without removing the battery from its securing device. The construction of the battery and all connections to it shall be such as to prevent any possibility of an inadvertent short circuit.

Note 1: Additional batteries may be required to power the medical devices carried on board and the intended use of the ambulance. In such cases, the manufacturer shall ensure optimal charging of the additional batteries without any impact on the primary vehicle battery. The additional circuit shall not draw current more that specified by the manufacturer.

<u>Note 2:</u> When the engine is idling, electrical stability should be maintained between electrical load and alternator output. In order to achieve this it may be necessary to fit an electrical load prioritisation device to the vehicle.

Electrical installation:

The connector for 220/240 V, shall be a male connector and not interfere with the electrical and mechanical safety. It shall be not possible to start the engine whilst it is connected to an external 220/240 V power supply unless an automatic mechanical disconnection is fitted. If no automatic mechanical disconnection is fitted, the connector shall be on the driver's side. The 220/240 V circuit shall be protected either by an "earth leakage device" with a maximum setting of 30 mA or by a separate transformer. If the protection is given only by an "earth leakage device" there shall be a label near the plug that reads as follows: "CAUTION! CONNECT ONLY TO AN AUTHORISED SOCKET.

12V connections for medical devices in patient's compartment: Minimum number of connections: 2 No.

Any additional electrical systems fitted to the base vehicle shall be separate from the base vehicle electrical system and the body or chassis shall not be used as an earth return for additional circuits. All circuits in the additional system(s) shall have separate overload protection. Overload protection may consist of either fuses or so called Electronic Management Control systems. All circuits shall be well defined and cables clearly marked at

the connection points and at a maximum of 1m intervals along its length.

The system shall have enough circuits and be so constructed that when/if a circuit fails all illumination and medical technical equipment can be switched to an alternative power source.

The wiring and, where applicable conduits, shall withstand vibrations. No wiring shall be located in or pass through conduit intended for medical gas installation. The wiring shall not be loaded higher than that stated by the wire manufacture.

Where there are different voltage systems, the connections shall be non-interchangeable.

Fuse and Other Safety Measures:

- a) A separate fuse to each of the (as mentioned above) circuits be given.
- b) There should be an indicator mark to each fuse on the fuse box be given to identify the fuse separately.
- c) These should not be any joints be given within the circuits wiring.
- d) At any unavoidable wiring junction (s) the wires should be joined through Bakelite connectors only.
- e) There should not be any loose wiring and loose joints.
- f) Other than vehicle wiring harnesses, all wires/harness used for should be (Flexi cab, Finolex or equivalent make).
- g) All the electrical accessories should carry ISI mark and be approved by technical committee and should be of (ARAI/ISI) automobile standard.
- h) All other unspecified parts necessary for the wiring should be of Automobile grade and/ or ISI certified.

FM Radio:

One FM Radio of good quality/reputed brand is to be provided in the driver compartment with speakers.

Clock:

A digital clock is to be provided in the patient compartment. It should have a minimum letter (font) Size of 50 to have better visibility.

DC Connections Socket:

Crabtree, 2 DC sockets 12V near Equipments area.

Roof / Wall mounted fans:

- a) Half safety metal guard, Screw mounting. Oscillating, 8 inches fan blade, 2-Speed switch, operated by DC 12V in 2 nos. in the Patient compartment.
- b) One fan (same as above) in Driver (Pilot) compartment.

Exhaust Fan:

To be mounted to patient between driver and ambulance compartment, to pump ambient air into the patient compartment. One 8 inches exhaust fan on patient wall.

General:

Curtain rod and curtains:- Hospital curtains to cover door glasses for patient privacy to be provided. Foldable sun wiser to be provided on the windows of patient saloon one right hand and in two left hand windows and between patient and pilot cabin. Windows shall be fitted with safety glasses complying with the requirements of IS:2553 specified under Rule 100 of CMV(A)R, 1989.

- 1. Pilot cabin light: Light should be provided in pilot cabin having luminosity good enough to enable pilot in reading and writing in the registers.
- 2. The tenderer shall provide the branding/stickering as per approved design by NRHM. The design will bear the ALS-Ambulance ensign (Approximately 30 sq.ft.) and IEC material printed on vinyl film of good quality.
- 3. Velcro strips should be provided everywhere arresting the movement of any equipment/trays, curtains etc.
- 4. Name Tagging: Etched & color coded name tags should be provided on the medical drawers.
- 5. A white board of suitable size is to be provided and fixed for marking notes with a marker pen.
- 6. Velcro strips should be provided everywhere arresting the movement fo any equipment /trays/curtains etc.
- 7. White, yellow, red retro reflecting tape to be fixed at front, rear and sides of the ambulance as per RTO requirement.
- 8. The registration in the name of Project Director (PD), NRHM will be sole liability of the Tenderer.
- 9. Fabrication work will be checked by a technical committee during the fabrication work. Modification in

arrangement of equipments installation will be allowed by the Technical Committee. Equipments be installed properly so that no damage occurs during the travelling.

10. Inspection: During fabrication, inspection will be done at two stages by a committee

a. First Stage: Structure Inspection

b. Final Stage: Final inspection along with equipment & shower test has to be conducted for any leakage.

Workmanship criteria for acceptance:

General appearance of the vehicle shall not be tempered. The following shall be reason rejection:

- 1. Rough, sharp or unfinished edges, burrs, seam, sharp corners, joints, cracks, and dents.
- 2. Paint runs sage, orange peel, "fish eyes", etc. and any other imperfection or lack of complete coverage.

3. Improperly fabricated and routed wiring or harnesses.

- 4. Improperly supported or secured hoses, wires, wirings, wiring harnesses, mechanical controls.
- 5. Looses, vibrating, abrading body parts, components, subassemblies, hoses, wiring harnesses or trim.
- 6. Leaks of any gas fluid lines, (AC, coolant, oil, oxygen, etc.)

7. Sagging, non-form fitting upholstery or padding.

8. Incomplete or incorrect application of rust proofing.

- 9. Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction. All fasteners used should be of 8.8 grade.
- 10. All metallic parts used in fabrication should be coated with apoxy (primer) e.g Asian paints, SD or equivalent.
- 11. A seamless appearance & finish is desirable to keep the ambulance bacteria free.

12. All welding has to be done by MIG welding.

<u>Technical Specifications of Equipment/Instrument to be supplied/installed in Ambulance</u>

For each ambulance vehicle following equipments will be supplied and installed by the fabricator:

Sr. No.	Equipment / Instrument	QIy.
1	Auto loader- collapsible stretcher	1
2	Scoop Stretcher	. 1
3	Spine board with straps and Head Blocks	1
4	Wheel chair	1
5	Oxygen Cylinder Portable (IS: 7285 part-2)	1
6	Oxygen Cylinder D - type (IS: 7285 part-2) with Key	. 2
7	Nebulizer Machine	1
8	Electric Suction Pump with provision of foot operation	1
9	Multipara Monitor	1
10	True sine wave Inverter	1
11	Syringe Infusion Pump	11
12	Transport Ventilator	1
13	Automated External Defibrillator	1

(1) . Auto loader- collapsible stretcher

- 1. Automatic loading, made of ambulance alloy.
- 2. Collapsible, wheeled to slide into the ambulance with ease without damaging the ambulance floor.
- 3. One person should be able to raise and lower it into an ambulance easily.
- 4. Provision for head end elevation adjustable Sitting posture for breathless patients-Maximum Angle of the Back 60°.
- 5. Side Railings to prevent fail of patient either side and to hold medical equipment.
- 6. IV fluid holding rod to go with the stretcher.
- 7. Should be light, safe and reliable trouble free.
- 8. Levers to control front and hind legs to fold while loading the stretcher in to the ambulance.
- 9. Lock to lock & unlock the legs to prevent collapse of the stretcher while standing.
- 10. Lock for the wheels.
- 11. Straps to restrain the patient.
- 12. Fixing devices to secure the stretcher in place not allowing side to side or vertical movements in the ambulance while on run.

- 13. 50 mm thick high density foam matters with Head rest up holstered with water proof and fire proof rexin.
- 14. Net weight approx: 40 Kgs.
- 15. Load bearing minimum: 150 Kgs
- · 16. Product dimensions approx: 190x55x90 cms
 - 17. Product should be European CE certified.

(2) . Scoop Stretcher

- 1. Should be light, safe and reliable. Made of aluminum alloy
- 2. Clutch Design in the middle so that the stretcher can be divided into left and right halves.
- 3. Adjustable length according to patients height
- 4. Easy to lock & unlock
- 5. Quick release buckle belts.
- 6. Dimension: Max. Size (LxWxH) 225x45x7cm & Min. Size (LxWxH) 168 x 43 x 7cm
- 7. Net weight approx: 9 Kgs
- 8. Load bearing minimum: 150 Kg
- 9. Product should be European CE certified.

(3) . Spine board with straps and Head Blocks

- 1. High Density Poly ethylene Single piece
- 2. Rigid, Light & Floatable
- 3. Resistant to bumps and corrosion
- 4. Non absorbent, immune to infiltrations
- 5. Easy to clean water & soap should be enough.
- 6. X-Ray & MRI compatible
- 7. Net weight approx: 8 Kgs.
- 8. Load bearing minimum: 150 Kg
- 9. Dimensions (LxWxH) approx: 185 x 45 x 5cm
- 10. Product should be European CE certified.

(4). Wheel chair

- 1. Should be foldable, light, safe and reliable. Made of aluminum alloy
- 2. Folded size: 93x51x16 cms
- 3. Back Height: 91 cms Width: 50 cms
- 4. Seat height: 49 cms Width: 50 cms
- 5. Net weight approx: 8 Kgs
- 6. Pull through, telescoping long handles built in to lift patients & Carry them through narrow passages.
- 7. Load bearing minimum: 150 Kg

(5). Oxygen Cylinder Portable (IS: 7285 Part-2)

Max. Working Pressure at 15°C : 150Kgf/cm2
 Test Pressure : 250 Kgf/cm2

3. Water capacity : 1.0 ltrs

4. Gas Capacity (Cu.m.) : 0.15 Cu.m. 5. Out side Dia 'D' (mm) : 76-80 mm

6. Min. Wall Thickness 't' (mm) : 3.2 mm

7. Length 'L' Approx. (mm) : 310 mm

8. Tare weight aprox. (kg) : 2.5 Kg
9. Certificate from Petroleum and Explosive Safety Organization is required.

(6). Oxygen Cylinder D- type (IS: 7285 part-2) with Key

- 1. Medical Oxygen Cylinder with valve 220 Cu.Ft.
- 2. Bulk Size D- Type High pressure seamless cylinders for medical oxygen cylinder gas.
- 3. Cylinders should confirm to IS: 7285, certified by the Bureau of Indian Standard (BIS) and approved by Chief Controller of Explosives (CCOE), Government of India.
- 4. 46.7 Ltr. water capacity (220 Cu.Ft.), fitted with bull nose type valve as per IS:3224 and neck cap.
- 5. Color code of the cylinder should be as per IS: 3933-1966 with updating till date.
- 6. Certificate from Department of Explosives, Government of India should be provided for each cylinder.
- 7. Working pressure should be 150 Kg. f/cm² at 15° C, Hydraulic test pressure 250 Kg.f/cm²

(7). Nebulizer Machine

- 1. Piston/Atomiser-type electric aspirator. Compressed air nebulizer.
- 2. Motion Tolerant and for continuous use in Pre Hospital transportation.
- 3. Operating Voltage: 230 V AC
- 4. Maximum pressure 35 psi.
- 5. Air power: 14 liters per minute
- 6. Aerosol output: 106 per minute
- 7. Residual volume: 1.24 ml
- 8. Droplet size: MMAD 3.3 microns
- 9. Filling volume: maximum 7ml
- 10. Noise level: 55 db.
- 11. Provisions for fixing/Hanging in the Ambulance.
- 12. Check valve to protect the device against contamination due to backward inhalation.
- 13. Unbreakable lids.
- 14. Dust filter.
- 15. Product should be European CE certified.

(8). Electric Suction Pump with provision of foot operation

- 1. 0 to 30 Ltrs flow rate
- 2. High Vacuum below 300 mm of Hg & high Vacuum of 800 mm of Hg
- 3. Portable & with a mounting bracket.
- 4. Battery backup of 90 minutes minimum rechargeable in ambulance
- 5. Collection bottle 600 ml capacity and sterilzable
- 6. Overflow protection insured.
- 7. It should have provision of foot operation.
- 8. It should be supplied with one set of all standard accessories like Microbial filter, tubing with combination of suction tip & angled connector.
- 9. Product should be European CE certified /ISI Marked.

(9). Multipara Monitor

Purpose: - Design to continuously measure and display multiple vital physiological parameters.

Technical Characteristics:

1. Should have facility for printing ECG at 25mm/sec and 50 mm/sec speed.

- 2. Should have facility for charging 220V AC.
- 3. Should be supplied with
 - A. Pulse oximeter probe
 - B. ECG cable 3/5 lead
 - C. Temperature probe
 - D. NIBP (non-invasive blood pressure) cuffs

All probe should be re-usable and pulse oximeter probe (2 each for adult, pediatric and neonates) and NIBP cuffs (2 each for adult, pediatric and neonates) along with 2 cables for pulse oximeter and 2 cables for NIBP should be supplied in addition to two temperature probes and 2 ECG cables (complete sets) should be supplied.

- 4. Capable of saving data for minimum of 24 hrs.
- 5. Material of probe should be non-biodegradable.
- 6. User operated 1 mV ECG test marker function required
- 7. Audio Visual alarms required: high and low levels for each parameter (operator variable settings), sensor / wire / probe disconnected, low battery

Physical Characteristics:

- 1. Screen size minimum: 8" or more.
- 2. Battery powered, silenceable, alarm for power failure. Internal, replaceable, rechargeable battery allows operation for 1-2 hours in the event of power failure.
- 3. Product should be European CE certified /USEDA Certified.

(10). Syringe Infusion Pump

- 1. Microprocessor controlled syringe infusion Pump.
- 2. Should have Rate Mode, Time Mode, Dose Mode, and Drug Library for 50 or more drugs.
- 3. Should Have Facility For Automatic Syringe Size detection for 5 ml, 10 ml, 20 ml, 30 ml, 50ml,
- 4. Should also have facility to accept any unknown brand of syringe in the form of custom syringe.
- 5. **ALARMS**: Infusion Completion, Empty, Occlusion, Near Completion, Low Battery & Adjustable Buzzer Volume
- 6. Adjustable visual and audible alarms.
- 7. Should have Bolus Facility with bolus rate 0.1 ml to 1200ml/hr. & Anti Bolus Function
- 8. Rechargeable Battery operating time Approx. 6 hours or more at the rate of 5 ml/hr.
- 9. Should have facility for front loading of syringe.
- 10. Flow rate adjustable from 0.1 ml/hr 1200 ml/hr (depending on the syringe capacity).
- 11. Online changing of delivery rate possible.
- 12. Internal function alarm. Drive disengaged alarm & should have KVO (KEEP VEIN OPEN) Mode. Should have keypad locking facility.
- 13. Product should be European CE certified / USEDA Certified.
- 14. User manual with trouble shooting guidance should be provided by suppler.

(11). Transport Ventilator

- 1. Should be MRI compatible upto 3 Tesla.
- 2. Should be totally pneumatic and can be used on Adult, Children & Infants.
- 3. Should be able to wide range tidal volume from 70-1000ml.
- 4. Should have a wide frequency range 8 to 40 bpm.

- 5. The ventilator should have CMV, Demand & SIMV Mode & also be able to give CPAP & PEEP.
- 6. Should have a manometer and pressure relief system
- 7. Should have oxygen supply indicator.
- 8. Should have Visual and Audible Alarm such as High Pressure, Spontaneous Breath, Low Pressure/ disconnect, Low Battery alarms.
- 9. Weight not more than 2.5 Kg.
- 10. Should have Selectable: FiO₂% 50% and 100%.
- 11. Product should be European CE certified /USFDA Certified.

(12). Automated External Defibrillator

Automated External Defibrillator:

<u>Purpose:</u> - To detect cardiac arrhythmias in a sudden cardiac arrest patient, and to audibly / visually instruct an operator to enable it to activate defibrillation of the heart through application of electrical shocks to the chest surface.

Technical Characteristics:

- 1. Should have a high resolution LCD display
- 2. Defibrillator should be a low energy bi-phasic for adult and pediatric patients.
- 3. Should work on automated external defibrillation mode.
- 4. Should defibrillate through pads.
- 5. Should have charging time of less than 10 seconds.
- 6. Should have capacity of delivering 150 shock discharge.
- 7. Detailed audio and visual message / prompts to guide responder through the use of defibrillator and quality of CPR.
- 8. Audio visual message incase pads not applied properly.
- 9. Battery Should be delivering at least 150 shock discharges.
- 10. Accessories Two sets each adult and pediatric pads along with standard accessories.
- 11. Should be European CE / USFDA approved.

(13). Inverter

- 1. True sine wave inverter
- 2. The batteries placed inside the driver's cabin with provision to be charged from external AC power
- 3. The inverter should be of well known brands like SUKAM/ Luminous/Microtek.
- 4. Inverter Capacity 600 watts/800 VA
- 5. Input Range AC 130 v 270 V/DC 9.5 V 13.8 V
- 6. Frequency 50 Hz
- 7. Power factor: 0.8
- 8. Output Voltage to low charged 220 (±)10% (regulated output from full charge battery voltage)
- 9. Waveform Single Pulse PWM
- 10. Efficiency 85%
- 11. Charger Heavy duty CC/CV type with current limit at 12A with wide input range (150V-270A)
- 12. Integrated AC/DC supply inside the vehicles synchronous with alternator.
- 13. Battery has to be made available by fabricator himself maintenance free battery of the same make as the inverter.

Note 1: The bidder should submit technical compliance sheet as per technical specifications mentioning the make & model of quoted item along with catalogue for all the equipment/instrument in the Technical bid. Note 2: All the equipments should be supplied with one year guarantee and bidder has to provide fitment provisions in the ambulance. Note 3: The bidder shall provide one year guarantee for whole ambulance unit including chassis, fabrication, air conditioning and equipments. (i) Bidders are requested to send with bid, printed descriptive literature of the quoted items. (ii) If Bidder supplied to or have rate contract of quoted items with any other Govt. institutions within one year, he may be asked to provide copies of purchase orders, invoices and rate contract. BF-XII (6) list and rates consumables: The (Name & brand of equipment)...... has the following requirement of Reagents, Consumables & Spares without which this equipment cannot made Operational/functional. All the reagents, chemicals, consumables and spares are covered under comprehensive maintenance contract except given below:-(a) The list of reagents & chemicals:-Price Rs. Per Packaging S. Name of Reagents & Chemicals Remark Unit Unit N. 1 2 ----N.A----3 So on (b) The list of consumables:-Price Rs. Per **Packaging** S. Remark Name of Consumable N. Unit Unit 2 3 So on (a) The list of spayer parts

S. N.	Name of Spares parts of equipment	Packaging Unit	Price Rs. Per Unit	Remark
1				
2	N,A			
3				
So				
on				

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

4. Drawings, if any.

5. Inspection and Tests.

Clause No.	Description
5.1	Inspection of equipments and instruments:
5.2	The equipments, instruments and other hospital supplies shall be according to specifications provided at Section V, schedule of supply clause 3 Technical Specifications and shall be inspected by the agency/committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any Inspecting Agency/Committee of experts at the works of the Manufacturer or at site of installation. The supplier shall provide all facilities for inspection/testing free of cost.
5.3	Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the procurement officer or his authorized Expert/Doctor, not below the rank of Medical officer/ Accountant, may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract.
5.4	In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee will not accept the material and shall inform the RMSCL within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to remove the defect or replace the defective equipment/item within 15 days of receipt of intimation from the consignee. However the date of delivery, in case of defective item shall be taken as the date on which the corporation accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier.
5.5	If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval.
5.6	In case of imported item, the supplier shall ensure that the item shall be inspected by the third party Inspection Agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the corporation shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.



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



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SECTION VI A: GENERAL CONDITIONS RATE CONTRACT (GCC)

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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:-

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, 2012. 'Rules' Means the Rajasthan Transparency in Public Procurement Rules, 2012. 'Completion' Means the fulfilment of the supplies and Related Services by the supplier accordance with the terms and conditions set forth in the contract. "Contract" Means the Agreement entered into between the Procuring Entity and Supplies
	together with the contract documents referred to therein, including all attachments, appendice specifications and codes and all documents incorporated by reference therein. "Contract Documents" Means the documents listed in the Agreement, including an
	amendments thereto. "Contract Price/Rate" Means the price payable to the supplier as specified in the Agreement subject to such additions and adjustments thereto or deductions there from, as may be made
	pursuant to the contract.
	"Day" Means calendar day. "Delivery" Means the transfer of the goods from the supplier to the Procuring Entity accordance with the terms and conditions set forth in the contract. "GCC" Means the General Conditions of rate Contract.
	"SCC' Means the Special Conditions of rate Contract". "Goods" Means all of the commodities, raw material, machinery and equipment, documen guarantee/warrantees and /or other materials that the supplier is required to supply to the Procuring Entity under the Contract. "Procuring Entity" Means the Entity purchasing the Goods and Related Services, M.I. RMSCL or as specified in the SCC.
	"Related Services" Means the services incidental to the supply of the Goods, suinsurance, installation, training and initial maintenance, commissioning of equipment machinery and other similar obligations of the supplier under the contract. "Subcontractor" Means any natural person, private or government entity, or combination of the above, including its legal successors or permitted assigns, to who any part of the Goods to be supplied is subcontracted by the supplier.
	"Supplier" Means the natural person, private or government entity, or a combination the above, whose Bid to perform the contract has been accepted by the Procuring Entiand is named as such in the Agreement, and includes the legal successors or permittassigns of the supplier.
	"The Site" where applicable, means the place of delivery, installation testing/commissioning of the goods/equipment or machinery or In-charge Officer Govt. Medical Institutions consignees or any other place named in the GCC/SCC.

	"Consignee" Means the receiver of the stores as mentioned in supply order.
2.	General terms:
2.1	Bids are invited from Indian manufacturers /direct importers. (Bidder shall submit declaration in BF-XVII, XVIII & XIX)
2.2	E-bid shall be submitted up to 1.00 PM on dated 29.09.2016 as per schedule (col. no. 4)
	to M.D., Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the
	supply through rate contract. At any time prior to the date of submission of bid, Bid
	Inviting Authority may, for any reason, whether on his own initiative or in response to a
	clarification requested by a prospective bidder, modify the condition in bid document by
	an amendment. In order to provide reasonable time to take the amendment into account
	in preparing their bid, Bid Inviting Authority may at his discretion, extend the date and
	time for submission of bid. Interested eligible bidders may obtain further information in
	this regard from the office of the Bid Inviting Authority.
2.3	The bidder should have average gross annual turnover as per Table-I, for the preceding
	three financial years to be eligible to participate in the bid.
2.4	Supplies shall be made directly by the bidder, and not through its distributors/agents/
	suppliers. Manufacturer bidder should have permission to manufacture the item quoted
•	as per specification given in the bid from the competent authority.
2.5	Bid shall be submitted to M.D., Rajasthan Medical Services Corporation, Rajasthan,
	Jaipur through https://eproc.rajasthan.gov.in.
2.6	The bidder shall submit following certificates along with the bid the:-
	(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).
	OR
	The cost of bid document amounting to Rs. 2000.00 (Rs. 1000.00 for SSI Units
	of Rajasthan) 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.
	(ii) (a) Manufacturer- bidder shall enclose duly self attested photocopy of
	acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit for
	the products duly approved by the licensing authority for every product quoted
	in the bid. The license, if any, should be renewed up to date. Acknowledgement
	of EM-II, issued by District Industries Centre with an affidavit as per
	Annexure—J, under rules for preference to industries of Rajasthan, in respect of stores for which they are registered. (BF-X)
	stores for which they are registered. (Br-A)
	(b) Likewise, SSI manufacturer/bidder shall submit documents relating to the
	production capacity and properly installed quality control measures at the
·	production site/ unit at the time of bid/agreement, which may be a certificate
	from NSIC (For micro and small scale industrial units) /MSME (Micro, Small,
	Medium Enterprises)/production capacity certificate issued from Industries
	Department.
	(iii) Firm shall submit convert the accidentian with Control Evoice Desertion
<u> </u> -	(iii) Firm shall submit copy of the registration with Central Excise Department/ exemption from registration, if applicable, as per provisions of Central Excise
	Act.
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- (iv) In case of imported equipments and instruments self attested photocopy of TEC certificate and permission/authorization for sale from the foreign principal manufacturer.
- (v) Duly self attested photocopy of BIS certificate, renewed up to date with respective schedule for ISI certification for quoted items, if applicable.
- (vi) Duly attested photocopy of ISO Certificate, if applicable.
- (vii) Dully attested photocopy of BIS/CE/USFDA/certificate from Govt. of India lab or from Govt. of India approved lab for the quoted items, as mentioned in Table-
- (viii) The average annual turnover statement for preceding three financial years expired on March 31st, signed by the bidder, duly verified by the C.A. and attested by notary public.
- (ix) Copies of annual accounts (Balance Sheet & Profit & Loss statements) certified by the auditors for the preceding three financial years may also be asked.
- (x) Duly self attested copy of latest Sales Tax/VAT clearance certificate (up to 31.03.2015) from the Commercial Tax Officer of the circle concerned, from where supplies will be affected, shall be submitted.
- (xi) Declaration regarding point of supply with full address in Bid Submission Letter.
- (xii) A combined undertaking/declaration regarding installed manufacturing capacity, that the quoted item model is of latest technology, the item has not become outdated, that the rate quoted is not more than the rate charged from anyone else, that the bidder is not black listed or banned or debarred by central or any state government or its append gages, availability of spare parts and consumables for the quoted equipment for at least 10 years/life of the item, from the date of installation must be submitted on Non-Judicial stamp-paper of Rs. 200/- in prescribed format (BF-V), duly notarized for each item quoted in the bid.
 - Bid should not be submitted for the quoted item(s) for which the bidder has been blacklisted/banned/debarred either by bid inviting authority or Govt. of Rajasthan or by any other state/central Govt. and its agencies. This also applies to the bidder for its sister/ allied firm(s)/ unit(s).
- (xiii) The declaration from the bidder regarding qualifications.(BF-XVI)
- (xiv) The bidder should submit a declaration giving details of plant and machinery, staff, production capacity achieved, factory area, etc. on non-judicial stamp paper of Rs. 50/- duly notarized, in enclosed Performa (BF-VIII).

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:-

- i. Cost of bid document, RISL processing fee and bid security;
- ii. In case of Indian Manufacturer, valid Manufacturing License from Competent Authority, *if applicable*, Acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit, copy of the registration with Central Excise Department/ exemption from registration, *if applicable*, as per provisions of Central Excise Act.
- iii. In case of direct Importer, Import-Export Code (IEC) Certificate and Permission/Authorisation for sale from the foreign principal manufacturer.
- iv The average gross annual turnover of the bidder shall be as per **Table-1** for last three years (BF-VI).
- v Declaration by the Bidder Regarding Qualifications (BF-XVI).
- vi. Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer or declaration and the 'PAN' issued by Income Tax Department.

Duly signed scanned copy of Section VI A and VI B or BF-XIV, as acceptance of terms & conditions: USFDA Certificate/CE Marking/ISO/.....etc. as/if applicable; viii BIS certificate, in case of ISI marked items, as/if applicable; ix PLEASE ALSO NOTE THAT: -All the above mentioned documents must be submitted duly signed on each page and self attested. (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. All the above mentioned documents should be under the name and address of the premises where the quoted items are actually manufactured/stored for supply. (D) The point of supply should be specified as has been requested in bid conditions The bidder may be asked to submit its annual accounts (Profit & Loss account & (E) Balance Sheet etc.) for verification. Financial Bid duly filled in (BF-IV/BOQ) giving the rates for quoted items should be 2.7 submitted through the portal "https://eproc.rajasthan.gov.in (Format (BOQ)". The rate should not be disclosed in the technical bid. 2.8 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). 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. (i) In case of the bid being submitted by a proprietary firm, the bid must be signed by 2.9 the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the Articles of Association of the bidder company. (ii) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the M.D., RMSC Ltd., Jaipur and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the M.D., Rajasthan Medical Services Corporation Ltd., D-Block, Swasthya Bhawan, C-scheme, Jaipur. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract. The hard copy of bid documents shall be filled with ink or typed. The bidder shall sign 2.10 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:
	(i) Bid shall be accompanied with a bid security at the rate of 2% of the likely value of
	the indicative quantity or Rs. 5,00,000.00 (Rs. Five Lakh), whichever is less, for
	whole bid catalogue/each item(as per Table-1). Bids submitted without sufficient
	bid security will be summarily rejected.
	(ii) The bid security of bidder shall be refunded after the earliest of the following
	events, namely:-
	(a) the expiry of validity of bid security;
	(a) the expiry of variety of old security, (b) the execution of agreement for procurement and performance security is
	furnished by the successful bidder;
	(c) the cancellation of the procurement process; or
	(d) the withdrawal of bid prior to the deadline for presenting bids, unless the
	bidding documents stipulate that no such withdrawal is permitted.
	Bidder should produce a pre stamp receipt as per BF-IX with the bid document
	for that purpose.
	(iii) Firms which are registered as micro or SSI Unit of Rajasthan with Commissioner of
	Industries shall furnish the amount of bid security at the rate 0.50% of likely value
	of the indicative quantity for whole bid catalogue/each item (as per Table-1). In
	respect of items for which they are registered to manufacture, shall submit an
	attested copy of acknowledgment of EM-II issued by DIC, with an affidavit on non-
	judicial stamp paper worth Rs. 10/- as per BF-X.
	(iv) The Public Sector Undertakings need not furnish any amount of bid security.
	However, bid securing declaration shall be necessary as per (BF-
	XXI)
	(v) The bid security lying with the Corporation in respect of other bids awaiting
	approval or rejection or on account of contracts being completed, will not be
	adjusted towards bid security for the fresh bids. The bid security may, however, be
	taken into consideration in case bids are re-invited for the same item.
	(vi) 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.
4	Forfeiture of bid security:
- T	The bid security will be forfeited if:
	(i) The bidder withdraws or modifies the offer after opening of financial bid, but
	before acceptance of bid,
	(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),
	time of extended time by competent authority (on the request of the order),
	(iii) The bidder does not deposit the 'performance security' after the supply order is
	placed/requested for signing the agreement,
	(iv) The bidder fails to commence the supply of the items as per supply order within
•	
	the time prescribed, The hidden fails to submit semples demonstration of quoted item on demand
	(v) The bidder fails to submit samples/demonstration of quoted item on demand,
	(vi) The bidder violates any of the terms & conditions of the bid document.
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5	Guarantee clause: (i) The bidder would guarantee that the subject matter of procurement would continue
	(i) The bidder would guarantee that the subject matter of procurement would continue
	to conform to the description and quality as per technical specifications and
	performs as per descriptions, from the date of delivery/installation of the said
	subject matter of procurement. Notwithstanding the fact that the purchaser may
	have inspected and/or approved the said subject matter of procurement during the

- guarantee period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise.
- (ii) The bidder shall, during the guarantee period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment operative.
- (iii) In case of the machinery or equipment, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall also be responsible to ensure adequate and regular supply of spare parts and consumables required for the machinery or equipment, whether under their annual maintenance and repairs contract or otherwise. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment.
- (iv) In case, any item supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to the M.D., Rajasthan Medical Services Corporation Ltd., Jaipur. The supplier will not have any rightful claim to the payment of cost for substandard supplies, which may have been consumed, either in part or whole, pending receipt of laboratory test/inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules.

6 Marking:

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

7 Applicability of taxes:

C-form shall be issued by RMSCL for charging CST at concessional rate against supplies made as per order. The invoice should show the concessional rate of CST separately. Purchase of medical equipments, instruments and ambulances made by RMSCL are exempt from VAT.

8 Comparison of rates:

- (i) Only net rates should be quoted. No separate free goods or cash discounts should be offered. Rates must be valid for the entire bid validity period.
- (ii) In comparing the rates quoted by a firm from outside Rajasthan and another bidder from within the state, the element of Central Sales Tax shall be added in the rates of the from outside Rajasthan and VAT or RST, if any, shall be excluded from the rates quoted. While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan VAT or CST shall be excluded from the rates quote.

Consignee may be located at a district headquarter (except equipment/machinery (iii) requiring installation and commissioning, the place may be any other station) or as directed by M.D., Rajasthan Medical Services Corporation Ltd., Jaipur and the rates must be quoted accordingly. No cartage or transportation charges shall be payable. The net rate must be inclusive of all charges by way of packing, forwarding, (iv) incidental or transit charges, including transit insurance, and any other levies or duties etc. on the subject matter of procurement, except VAT or CST. Excise duty or surcharge prevailing on the date of submission of bid rate must (v) be included in the net rate and should also be shown separately in the Financial Bid (BF-IV). In the event of any subsequent variation (increase or decrease) in the rate of excise duty, VAT or CST by the government (state or central), the same will be admissible accordingly. If the rates of item quoted are found same from two for more bidders, then the (vi) such bidders shall be asked to submit revised financial bid, containing reduced rates within given time by RMSCL. The rates must be written both in words and figures. In case of discrepancy (vii) 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 initialled with dates. Element of the Rajasthan VAT or Central Sales Tax should be mentioned separately. exercise all due diligence at their own level regarding will (viii) 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. (A) No part of the bid document should be detached/deleted. (ix) (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. Any change or insertion of any other condition or stipulation in the above terms (x) of supplies are not allowed and if so found, this shall render the bid to be rejected without notice. For comparison of rates, the average comprehensive annual maintenance (xi) charges shall be added to the rate quoted for the equipments, if comprehensive annual maintenance is applicable. Submission of samples & demonstration: 9 Samples must be sent of the quoted items free of cost on demand by RMSCL (i) even though the specifications or descriptions etc. are mentioned in the bid form are complied. No sample will be accepted after prescribed period. In the event of non submission of samples within the prescribed period on demand, the bid shall not be considered and bid security shall be forfeited. RMSCL may grant extension in time for submission of samples on the request of bidder. Samples of equipment/ instrument of the unsuccessful bidder should be collected back from the E.D. (EPM), RMSCL, Jaipur within the period intimated. The corporation will not be responsible for any damage, wear and tear or loss during the course of testing/examination etc. The corporation would retain the sample of approved item for one month beyond expiry of contract. The corporation

- shall not be responsible for any damage, wear & tear or loss in this period. The corporation will not make any arrangement for return of samples even if the bidder agrees to pay the cost of transportation. The uncollected samples shall stand forfeited to the corporation after the period allowed for collection and no claim for cost etc. shall be entertained.
- (iii) The bidder may be asked to demonstrate the technique, procedure and utility of equipment as per specifications given in the bid document before the technical committee of the corporation.
- (iv) Sample should be strictly according to the item quoted in the bid form failing which the bid will not be considered. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below:-
- (A) Name and full address of the firm,
- (B) Catalogue No. and name of item,
- (C) Name of section,
- (D) Name of manufacturer,
- (E) Brand.
- (v) No change in marking on sample will be allowed after the submission of the sample.

10 Performance Security (P.S.) and agreement:

- (i) The successful Bidder shall submit the original copy of Bid document signed on each page (As has been uploaded on e-procurement portal) at the time of agreement.
- (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.
- (iii) Successful bidders, whose offers are accepted, will have to deposit performance security @5 % of the value of the indicative quantity in the bid subject to a maximum Rs. 10,00,000.00 (Ten Lacs) for each item in favor of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement. The Performance Security shall be deposited in the form of DD/Banker cheque/ B.G. However, the Bank Guarantee shall be for a validity period of 6 months, beyond the guarantee period sought for the item. The firms, which are registered as SSI units of Rajasthan, shall be required to deposit performance security, as applicable under the rules.
- (iv) The firm may submit Bank Guarantee issued by any scheduled bank. The minimum validity of bank guarantee should be 6 months after completion of guarantee period for the item.
- (v) The Performance Security (P.S.) shall be 5% of the total value of stores ordered for supply. The Procurement Officer will not release payment for supplies, until the additional Performance Security due is either deposited by the supplier or additional P.S., as calculated, is withheld.
- (vi) 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).
- (vii) The performance security shall be refunded after six months after satisfactory completion of rate contract and after satisfying that there are no dues outstanding against the bidder, subject to Comprehensive Maintenance Agreement provisions.

- (viii) Firms, which are registered as micro and SSI units with the Department of Industries, Rajasthan shall furnish the amount of performance security @1% of value of indicative quantity as per bid catalogue on furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit as per BF-IX. Provision of 17 (ii) also applies.
- (ix) 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.
- (x) The Corporation will pay no interest on bid security or performance security amount.
- (xi) 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 and deposit performance security within 15 days from the date of acceptance of the bid is communicated to him. However, M.D. RMSC Ltd., Jaipur may condone the delay in execution of contract by the bidder. The expenses in this regard shall be borne by the successful bidder. The validity of rate contract under this agreement shall be for a period, as mentioned.
- (xii) The bidder shall furnish the following documents at the time of execution agreement:-
 - (i) Attested copy of Partnership Deed, in case of Partnership Firms;
 - (ii) Registration Number and year of registration, in case partnership firm is registered with Registrar of Firms;
- (xiii) Address of residence and office, telephone numbers, in case of Sole Proprietorship with
 - (i) Registration issued by Registrar of Companies, in case of Company,
 - (ii) Comprehensive maintenance agreement, if applicable.
- (xiv) 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.
- (xv) Public Sector Undertakings need not to furnish amount of Security Deposit.
- (xvi) The 25% of total deposited Performance Security amount shall be retained as Performance Security against the security of Comprehensive Maintenance Contract (CMC) If there is any default in comprehensive maintenance service, the corporation may forfeit the performance security, as described under different clauses or any other recovery from this Performance Security.
- (xvii) 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.

11 Supply Orders:

(i) All the supply orders will be placed to the approved bidder by RMSCL through registered post/e-mail/any communication medium. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of supply. The supply period shall be 80 days for the first supply order of 34 ALS Ambulance vehicles including for preparation of prototype/sample & its approval. The finalization of prototype should be within a period of 40 days from issue of supply order. The additional delivery period will be applicable if more than 3 days are taken by the Technical Committee in the inspection/approval of prototype ALS

- Ambulance vehicles. Any delay in prototype preparation will be adjusted in total supply period of 80 days.
- (ii) In case of further supply order minimum 30 vehicles shall be supplied in 30 days or delivery period subject to minimum of 30 days.
- (iii) The successful bidder acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision.
- (iv) In case of imported items, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 19 (i) above.
- (v) Except for equipments/machinery, which requires installation/commissioning, all other supplies shall be to district headquarter only. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation from the supplier on case to case basis. The consignee for supplies shall be the M.D. RMSC or a medical institution in the state such as M.D., NHM, Director (PH/ RCH/ HA/ IEC/ Aids/ ESI), Principal of Medical Colleges, Superintendents of attached hospitals/CM&HO/PMO/DPC of DDW etc. or their equivalent..
- (vi) To ensure sustained supply without any interruption, the M.D., RMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders. In such a case, the requirement may be met by dividing be quantity among the R/C holders considering the quantity required and dedicated capacity of the successful bidders (BF-V).
- (vii) The ready stock position of the item, if provided by the firm, may be considered by the Corporation for the placement of supply orders.
- (viii) It may be noted that the Corporation does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.
- (ix) The quantities indicated in the Table-1 are mere estimates and are intended to give an idea to the prospective bidder. The figures indicated do not constitute any commitment on the part of corporation to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.

12 Purchase preference:

13.1

Purchase preference to the extent of 15% of the requirement will be admissible to the goods produced or manufactured by registered small scale industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995 and approved by Board. Purchase preference admissible to the PSUs and to the SSIs of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However, these units will be required to participate in bidding process and match lowest price (L-1).

13 Submission of contract completion report:

- (i) A consolidated statement (**BF-XI**) shall be submitted to ED, EPM by the 10th of each month. Every time the statement should contain details of all orders placed under the contract.
- (ii) Firms will have to submit consolidated statement (**BF-XI**) in duplicate at the end of rate contract well as after expiry of equipment/instrument guarantee period (as provided in guarantee clause of the contract) to enable the Corporation to examine the case for refund of performance security.

(iii) The consignee shall intimate the contractor/supplier about the defect(s) at once in such a manner, so as to reach the office of the firm immediately and before 13.3 completion of guarantee period. It shall be the responsibility of the consignee to get the complaint of defective equipment or defective performance registered immediately with the office of ED (EPM), RMSCL/MD, RMSCL also. Terms of payment: 14 Unless otherwise agreed between the corporation and the firm, payment/part payment for the delivery of the stores will be made on submission of bills in proper form by the firm. Payment shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee along with the bill. Installation/commissioning of equipment and rendition of required satisfactory training to the consignee's personnel, if any, shall also be necessary for releasing payment. In case of delayed supplies, deduction of L.D. as per provisions shall be made from payments. The firms shall seek time extension from the Corporation before delayed dispatch of supplies. (ii) Payment shall be made by RTGS/account payee bank demand draft/banker's cheque, as the case may be. Expenses on this account, if any, shall be borne by the (iii) No advance payments towards cost of items will be made to the bidder. (iv) All bills/invoices should be raised in triplicate and in the case of Excisable items; the bills should be drawn as per Central Excise Rules in the name of the authority concerned. (v) If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform M.D., RMSCL, Jaipur immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates. (vi) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in Excise Duty, the bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the bidder. (vii) In case of successful bidder has been enjoying excise duty exemption on any criteria, such bidder will not be allowed to claim excise duty at later point of time during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason. (viii) If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made/decided by M.D. RMSCL. Liquidated damages: 15 The time specified for delivery in the bid form shall be deemed to be the essence (i) of the contract and the successful bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers. In case of extension in the delivery period with liquidated damages, recovery of (ii)

- L.D. shall be made at such rates, as given below, of value of stores which the bidder has failed to supply:-
 - (a) Delay up to one-fourth period of the prescribed Delivery Period 2.5%
- (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period 5%
- (c) Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period 7.5%
- (d) Delay exceeding three- fourth of the prescribed period -10% Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.
- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to M.D. RMSC Ltd., Jaipur, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by purchase officer after sanction of extension in delivery period.
- (iv) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage.
- (v) If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approved from M.D., RMSC Ltd., Jaipur. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.

The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.

16 Medical colleges and their attached hospitals:

- (i) The following medical colleges and their attached hospitals may procure goods through RMSCL:
 - a. S.M.S. medical college, Jaipur and attached hospitals.
 - b. Dr. S.N. Medical College, Jodhpur and attached hospitals.
 - c. Government Medical College, Kota and attached hospitals.
 - d. Jawaharlal Nehru Medical College, Ajmer and attached hospitals.
 - e. RNT Medical College, Udaipur and attached hospitals.
 - f. Sardar Patel Medical College, Bikaner and attached hospitals.
- (ii) The funds shall be transferred to RMSC with indent form and supply orders will be placed by RMSC to suppliers

17 Recoveries:

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

18 Inspection:

- (i) The equipments, instruments and other hospital supplies shall be according to specifications provided at Section IV, (3) schedule of supply and shall be inspected by the agency/committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any Inspecting Agency/Committee of experts at the works of the Manufacturer or at site of installation. The supplier shall provide all facilities for inspection/testing free of cost.
 - (ii) Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the procurement officer or his authorized Expert/Doctor, not below the rank of Medical officer/ Accountant, may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract.
 - (iii) In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee will not accept the material and shall inform the RMSCL within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to remove the defect or replace the defective equipment/item within 15 days of receipt of intimation from the consignee. However the date of delivery, in case of defective item shall be taken as the date on which the corporation accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier.
 - (iv) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval.
- (v) In case of imported item, the supplier shall ensure that the item shall be inspected by the third party Inspection Agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the corporation shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.

19 Packing & insurance:

(i) The good will be delivered at the destination in perfect condition. The firm if so

- desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred.
- (ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Procurement Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.
- (iii) Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.
- (iv) Packing specifications:
- A. Schedule For Packaging-General Specifications:-
- 1. No corrugate package should weigh more than 15 kgs (ie, product + inner carton + corrugated box.)
- 2. All Corrugated boxed should be of 'A' grade paper i.e., Virgin.
- 3. All items should be packed only in first hand boxes only.
- 4. **Flute:** The corrugated boxes should be of narrow flute.
- 5. **Joint:** Every box should be preferably single joint and not more than two joints.
- 6. **Stitching:** Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.
- 7. **Flap:** The flaps should uniformly meet but should not overlap each other. The flap when turned by 45-60° should not crack.
- 8. **Tape:** Every box should be sealed with gum tape running along the top and lower opening.
- 9. Carry Strap: Every box should be strapped with two parallel nylon carry straps (they should intersect).
- 10. Label: Every corrugated box should carry a large outer label at least 15cms. 10cms dimension clearly indicated that the product is for "Rajasthan Govt. Supply Not For Sale" and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted in Enclosure II to Annexure-VI of this document.
- 11. Other: No box should contain mixed products or mixed batches of the same product.
- B. Specifications for Chemicals:-

Not more than 25 kg may be packed in a single bag/carton.

20 Rejection:

- (i) Articles not as per specification/ or not approved shall be rejected by the corporation/consignee and will have to be replaced by the supplier firm at its own cost within 15 days or as time limit fixed by the corporation.
- (ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of

- M.D., RMSC Ltd., Jaipur as to the quality of stores be final and binding upon the bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- (iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., RMSC Ltd., Rajasthan Jaipur shall be final.
- (iv) The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
- (v) No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has performance Security as per condition no. 19) Joint inspection of defective material may be carried out as required by the corporation. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.
- (vi) In case firm wants to take back item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification.
- (vii) The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.

21 Correction of arithmetic errors:

Provided that a financial bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

22 Procuring entity's right to vary quantity:

(i) The quantity of equipments originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.

- (ii) If the RMSCL procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
 - (iii) If the Bidder fails to supply the RMSCL shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.

Dividing quantities among more than one bidder at (in case of procurement of goods):

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted as described in clause-32.

24 Parallel rate contract:

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

- (i.) To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to approve more than one supplier to supply the requirement among the qualified Bidders.
- (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.
- (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 and L-1 supplier for an item for which the bid has been invited.
- (iv.) The bid who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the required quantity of such item on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of supply orders.
- (v.) 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.
- (vi.) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc.) of rates (L-1 rate).
- (vii.) The supplier, on receipt of the supply orders deems that the purchase orders exceeds the production capacity declared in the bid documents and the delay would occur in executing the order, shall inform the RMSC immediately without loss of time and the supply orders shall be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.
- (viii.) If the L-1 supplier has failed to supply/ intimated RMSC about his inability/ delay in supply as per the supply order, the required items within the stipulated time or as the case may be, RMSC may also place purchase orders with the Matched L-1 Bidders for purchase of the items provided such matched L-1 Bidders shall

execute necessary agreement indicating the production capacity as specified in the bid document on depositing the required amount. Such Bidder is eligible for the placement of purchase orders for the item quoted by them. Subject to para (vii) above, while RMSC has chosen to place purchase orders (ix) with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be place with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc. The matched L-1 supplier, on placement of purchase orders, will be deemed as L-(x) 1 rate supplier for the purpose of the bid and all provisions of the bid document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L-1 supplier. If the supplier fails to supply the item for the purchase orders, at any point of (xi) time, either fully or partly, within the stipulated time, RMSC is at liberty to place purchase orders with other Bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by then and in such cases the supplier is liable to indemnify RMSC, without any protest or demur, for the difference in cost incurred by RMSC and the RMSC is entitled to recover the difference in cost from the amount due/payable to the supplier. (xii.) 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. VALIDITY OF BID: 25 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 bill validity period for an additional specified period of time. A bidder ma refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid security shall not be forfeited. Price escalation: 26 Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the purchases made under this bid or agreement. However, the provisions provided for tax variations are exclusive to this clause. Subletting of contract: 27 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. Fall clause: 28 (i) The prices under rate contract shall be subject to price fall clause. The prices charged for the store supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the stores of identical description to any other persons during the period of the contract in the state of Rajasthan. If any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the M.D., RMSCL, Jaipur and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the rate contract holder quotes/ reduces its price to render similar goods at a price lower than the rate contract price to anyone in the State at any time during the currency of rate contract including

	extension period, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under rate contract and the rate contract shall be amended accordingly. (ii) The firms holding parallel rate contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days time to M.D./ED(EPM), RMSCL. Similarly, if parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduced price, further transaction with it, shall not be conducted.
29	Comprehensive Maintenance Contract (CMC):
(N.A.)	If required, Bidder shall execute a CMC with the RMSC as described in BF-XII and GCC clause no. 5. The rates for maintenance shall be applicable as quoted in [BF-IV , (BOQ)]. CMC will only be commence after the guarantee period and on a written request made by the concerned procurement officer/user medical institutions to the firm. The firm shall abide itself by the terms & conditions of CMC.
30	Grievance redressal during procurement process:
	 (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. (ii) The Designation and address of the Second Appellate Authority is Principal Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan Room No
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	(iii) Filling an appeal If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved: Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable. The Officer to where are appeal in filed under Pare (1) shell deal with the appeal as
	expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
	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.
	No appeal shall lie against any decision of the procuring entity relating to the
	NHM), Department of Medical & Health, D-Block, Swasthya Bhawan, or decided by the Govt. of Rajasthan. (ii) The Designation and address of the Second Appellate Authority is Princip Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan Room N 5213,2nd Floor, Secretariat, and Chairman, RMSCL, Jaipur or as decided by the Govt. of Rajasthan. (iii) Filling an appeal If any Bidder or prospective bidder is aggrieved that any decision, action omission of the Procuring Entity is in contravention to the provisions of the A or the Rules of the Guidelines issued there under, he may file an appeal to Fin Appellate Authority, as specified in the Bidding Document within a period of the days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or ground on which he feels aggrieved: Provided that after the declaration of a Bidder as successful the appeal may filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a procuring entity evaluates the technical bidefore the opening of the financial bids, an appeal related to the matter financial bids may be filed only by a bidder whose technical bid is found to acceptable. The Officer to whom an appeal is filed under Para (1) shall deal with the appeal 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 (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 came may be, may file a second appeal to second appellate authority, as the came may be, may file a second appeal to second appellate authority, secified 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 l

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 relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.

Compliance with the code of integrity and no conflict of interest:

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or any-competitive 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. Conflict of Interest:-The Bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to: a. Have controlling partners/shareholders in common; or b. Receive or have received any direct or indirect subsidy from any of them; or c. Have the same legal representative for purposes of the Bid; or d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or Bidder or any of its affiliates has been hired (or is proposed to be hired0 by the Procuring Entity as engineer-in0chage/ consultant for the contract Dispute settlement mechanism: 32 If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred by the Parties to the M.D. Corporation who will appoint his senior most deputy [ED,(P)] as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (Corporation or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere. All correspondence in this connection should be addressed to the M.D, RMSCL/ E.D. 33 (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. (i) Direct or indirect canvassing on the part of Bidders or their representative shall 34 disqualify their bids. (ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if:-(a) fails to execute a contract or fails to execute it satisfactorily; (b) no longer has the technical staff or equipment considered necessary; (c) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;

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	(d) The firm is suspected to be doubtful loyalty to state.
	(e) The State Bureau of Investigation (SBI) or any other investigating agency
	recommends such a course in respect of a case under investigation.
	(f) M.D., RMSCL, Rajasthan, Jaipur is prima-facie of the view that the firm is guilty
	of an offence involving moral turpitude in relation to business dealings, which if
	established would result in business dealing with it banned.
35	No action on the letter head of the Bidder /firm regarding any complaints against the
1	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.
36	(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.
	than bidder shall be liable for the appropriate legal action/RTPPA provision. along
	with disqualification, banning, suspension etc. for limited or unlimited period.
	(ii) Bidders are required to submit wanted information (if any) based on the facts. If the
	furnished information by the firm found to misleading or not based on facts
	disciplinary action against the firm may be taken as to banning concerned item/items
	for certain or uncertain period.
37	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
20	stores to more than one firm/supplier. The Purchase Committee will have the right of rejection of all or any of the quotations
38	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., RMSC
	Ltd., Rajasthan, Jaipur.
39	Extra stipulation or any other condition contrary to the above bid conditions are not
	acceptable and may render the bid liable to rejection.
40	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-XIV shall be treated as acceptance all the terms and conditions of the bid document.
41	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.
42	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



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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:-

Clause No.	Particulars
1.	Technical details, bid form duly signed in all respect, bid security and all other required documents should be submitted in Cover "A" and Financial details (BOQ), should be submitted in Cover "B" otherwise bid will not be considered.
2.	Pre-requisite, if any, for installation, including UPS, Computer, Printer, and other items should be provided by the firm in technical bid and financial bid respectively.
3.	Firm shall provide comprehensive guarantee with spare parts for item(s), as mentioned in technical specification (from the date of installation/demonstration). Acceptance of comprehensive maintenance contract after expiry of guarantee period should be submitted with the cover" A" and rates in cover "B" respectively.
4.	Conditional bids will not be considered.
5.	List of consumable items is to be provided in technical bid (BF-XII), which is not covered under the guarantee; otherwise all the consumables will be treated as spare parts covered under the guarantee and CMC.
6.	Transhipment will be permitted and partial shipment not allowed.
7.	Normally, payment will be released after installation, demonstration and commissioning of equipment/machine and satisfactory operational training, if required.
8.	The bidder should quote rates in Indian rupees and payment will be made in Indian rupees (INR) only.
9.	All certificates should be valid on the date of submission of bids and issue of supply order.
10.	The bidder should have well equipped local service centre in India preferably in Rajasthan.
11.	(i) The bidder shall be a Manufacturer/Fabricator who must have manufactured/fabricated and supplied and installed satisfactorily Mobile Medical Unit/Ambulances/Air Conditioned Buses/Coaches/and other similar nature air conditioned vehicles etc. in India to the extent of at least 10% in last three financial years (2012-13, 2013-14, 2014-15) of the quantity specified in the NIB. The list of such installation of the quoted equipments may be asked from the bidder in verification of Annexure information and he should submitted self attested copy of Purchase Order, Indent and Invoice (Inclusive of Quantity & Rate). However, the condition of past performance is not applicable for the ISI Marked Items. Bidder should have technological expertise and modern machinery/equipments for the fabrication of Mobile Medical Unit/Ambulances/Air Conditioned Buses/Coaches/and other similar nature air conditioned vehicles etc. (ii)The merger/amalgamation/transfer of business/transfer of assets etc. of a firm affects the bid condition relating to 'Post Performance' and 'Turn Over ' in preceding years. In cases where bidder acquires an ongoing business or assets of another entity, eligibility in respect of the past performance and condition relating to minimum turn over in

	preceding years shall be decided based on specific mention in purchase and transfer of ownership agreement/agreement of sale of business and/or its assets/B.O.D. resolution/C.A. certification or any other document (s) in this regard, which the bidder shall have to submit preferably with the bid. The eligibility of a bidder in this regard shall be ascertained by the purchase committee on the basis of the above stated agreement or any other document (s) and the decision of purchase committee shall be final.
12.	In case of imported item, the bidder will have to produce third party inspection report from NABL approved/accredited laboratory or ERTL or DGS&D or Central/State Govt. laboratory or Central/State Govt. approved laboratory pertaining to specification and performance of each supplied machine/equipment with the consignment. All expenses regarding third party inspection will be borne by the bidder.
13.	The Name, Make, Model and Brand of equipments and instruments, which are offered, should be mentioned in BOQ against each item. Mare indication of English/USA/Indian will not serve the purpose.
14.	In the case of supply of imported item the suppliers may be asked to furnish a certificate to the effect that the firm has completed all the formalities in connection with import of the item in question.
15.	The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.
16.	Any other, if required.

Applicability of clauses: All the clauses from 1 to 42 of general terms and conditions and from 1 to 16 of 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 - 302005



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

E-Mail -edepmrmsc-rj@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.	Schedule of Rates (CF-III)		
4.	Performance Security/Bank Guarantee (CF-IV)		
5.	Comprehensive Maintenance Contract Form (CF-VII)		
6.	Schedule of Rates (CF-VIII)		
7.	Performance Security Declaration From Public Undertaking		
	(CF-V)		
8.	Advance Payment Security (CF-VI)	. ,,,,,	



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



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

E-Mail –<u>edepmrmsc-rj@nic.in</u>

LETTER OF ACCEPTANCE

• • • • • •	Sub :- Acceptance of the bid rates for the item
	Ref:- Your bid no dated
	Item (s) as per schedule enclosed/ noted/is/are approved in your favor against the rate (s) quoted by you in the above mentioned bid. According to clause No. 18 of the terms & conditions of the bid it is necessary to execute as agreement in the prescribed form enclosed on a Non – Judicial Stamp Paper of Rs and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved items and indicative quantity mentioned in the bid from works out to Rs. (Rs
	Corporation Ltd., Jaipur, :-

Cash deposited in the name of Rajasthan Medical Services Corporation Bank Account No. 2246002100024414, Punjab National Bank, Branch Jawahar Nagar, Jaipur having IFS Code PUNB0224600 and submit original copy of deposit slip, or Bank Drafts/Bankers cheque of a scheduled bank, or Bank guarantee (B.G.).

- 3. All terms and conditions of the Bid document shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved item (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.
- 4. The list of approved items may be checked and in case there is any difference between your offer and the approved rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.
- 5. The Firm shall furnish consolidated statement of supplies made BF-XI to ED(EPM)RMSC by the 10th of the next month as per terms of conditions.
- 6. Please note that self attested/notarized copies of documents shall be considered valid. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.

- 7. Also please arrange to furnish the following documents required under the terms & conditions of the bid failing which the agreement will not be executed and the failure would lie at your part:-
 - (i) The original copy of Bid document signed on each page, which has been uploaded on e-procurement portal.

(ii)

- 8. You are therefore; requested to please complete the above formalities within 15 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you for reference.
 - Encl.1. Agreement form
 - 2. Schedule of Rates
 - 3. CMC format, if applicable
 - 4. Any other

Executive Director (EPM)
Rajasthan Medical Services Corporation
Jaipur

(Non – Judicial Stamp Paper of Rs.)

AGREEMENT

- 1. rate contract period 2016-17 ending of equipments item-----between M/s -----represented by Proprietor/Managing Director/Managing Partners having its registered office and its factory premises at...... (hereinafter called "the approved supplier", which expression shall where the context so admits, be deemed to include his heirs successors. executors and administrators unless excluded by the contract) on the one part and the Rajasthan Medical Services Corporation Ltd.(RMSCL), represented by its Managing Director or Executive Director (EPM) having its office at D-Block Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "The Procuring Entity" which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
- 2. Whereas the supplier has agreed with the Procuring Entity, the equipments, instruments and other supplies with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the RMSC of the State of Rajasthan at its head office as well as at offices/consignees throughout Rajasthan, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in column No. --- (Approved Rate-------) of the said attached schedule.
- - (i) The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipments, instruments and other supplies for Rajasthan Medical Services Corporation Ltd for the year 2016-17, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (ii) (a) The agreement if for the supply by the Supplier to the Procuring Entity of equipments, instruments and other supplies specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.

(c) The indicative quantity noted against each item in the table-1 attached hereto indicates only the probable total requirements of the Procuring Entity in respect of each item for the placement of supply orders. This quantity may increase or decrease at the discretion of the Procuring Entity. The supplier shall supplies for the equipments, instruments and other supplies on the basis of the supply orders placed to supplier from time to time by the procuring authorities specifying the quantities required to be

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supplied at the specific location in the state of Rajasthan. As mentioned in bid document.

4. Now these Presents witness:

5.

- (i) In Consideration of the payment to be made by the RMSC or consignee offices at the rates set forth in the schedule hereto a appended the approved supplier will duly supply the said articles set forth in Schedule of Rates and supply order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (iii) Letters received from Bidder and letters issued by RMSC in the regard of this bid and also as appended to this agreement shall also form part of this agreement.
- (iv) (a) RMSC do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, RMSC will through Demand Draft/RTGS Transfer or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
 - (b) The mode of payment will be as specified in terms & conditions of the bid i.e. through RTGS/ banker's cheque/Demand Draft etc.
 - The delivery shall be effected and completed within the period noted below from the date of supply order:-

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

- 6. (i) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful Bidder shall arrange supplies Within the period on receipt of order from the procuring entity.
 - (ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply:-
 - (a) Delay up to one fourth period of the prescribed delivery period 2.5 %
 - (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period 5%
 - (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period 7.5%
 - (d) Delay exceeding three fourth of the prescribed delivery period.- 10%
 - Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damages shall be 10%.
 - (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - (iv) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.
 - (v) In specific condition, permission for additional delay may be granted for supply, in such a case an additional penalty of 5% shall be levied.
 - (vi) If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rate

received in new bid(s) invited are lower than the rate contract in operation, then the supplier shall be entitled to the lower rates so received.

7. Termination of contract on breach of condition

- (i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.
 - (b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.
 - (c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.
- (ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.
- (iii) Notice etc. in writing
 All certificates or notice or orders for time or for extra, varied or altered supplies,
 which are to be the subject of extra or varied charges whether so described in the
 agreement or not, shall be in writing, and unless in writing, shall not be valid, binding
 or be of any effect whatsoever.
- (iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of "custom" or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.

- (v) Bankruptcy of the supplier:- In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.
- (vi) Serving of notice on supplier:- All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

8. Dispute settlement:-

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Managing Director, RMSC and the decision of the M.D. RMSC shall be final as per bid terms and conditions.

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

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

- 9. If the rates of the approved items are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify RMSCL and reduce the rates in the same proportion.
- 10. The Firm shall furnish consolidated statement of supplies made, in BF-XI to ED (EPM),RMSC by the 10th of next month as per terms & conditions of the bid.
- 11. 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.

12.	Jurisdiction: All actions, proceedings and suits aris to the exclusive jurisdiction of courts in	sing from or connected to this Agreement shall be subject in Jaipur.
	In witness whereof the parties here	e to have set their hands on the day of
	eure of the approved ler with Seal	Executive Director (EPM) For and on behalf of Rajasthan Medical Services Corporation, Jaipur
Witne	ss-1	Witness-1

Witness-2

Witness-2



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



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

E-Mail -edepmrmsc-rj@nic.in

		<u>SCHEDU</u>	LE OF R	<u>ATES</u>	
M/s		***************************************			
	• • • • • • • • •				
	•••••				
1	Name &	Detail of item			••••••
S.	Cat.	Name of approved item(s) with full	Brand/	Packing	Approved Rate Per Unit

S. No	Cat. No.	Name of approved item(s) with full specification	Brand/ Make	Packing Unit	Approved Rate Per Unit (Rs.)
1	2	3	4	5	6
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ED(EPM) Rajasthan Medical Services Corporation Jaipur

Signature of Approved Supplier with Seal

(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

- 3. We (Indicate the name of Bank), undertake to pay to the RMSCL any money. so demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
- 4. We (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Agreement and that it shall continue to be enforceable till all the dues of the RMSC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier and accordingly discharges this guarantee.
- 5. We (indicate the name of Bank), further agree with the RMSC that the RMSC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Supplier(s) from time to time or to postpone for any time or from 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 Supplier(s) or for any forbearance act or omission on the part of the RMSCL or any indulgence by the RMSCL to the said Supplied(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

**.	0.	not be discharged due to the change in the constitution of the Bank or the Supplier.
	7.	We (Indicate the name of Bank), lastly undertake not to revoke this guarantee except
	8.	discharged by the RMSCL. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs
	9.	only). It shall not be necessary for the RMSCL to proceed against the Supplier before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RMSC may have obtained or obtain from the Supplier.
	10	The Bank 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
		Datedday of For and on behalf of the Bank (indicate the Bank)
		Signature & Designation
		E-mail address
		bove Bank Guarantee is accepted by the Managing Director, Rajasthan Medical Services ration, Jaipur.
Siş	gnat	iure
El	O(EF	PM) For & on behalf of M.D. RMSCL

