



मुख्यमंत्री निःशुल्क जाँच योजना

Rajasthan Medical Services Corporation Limited (RMSCL)

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

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

E-Mail – mdrmisc@nic.in; edepmrmsc-ri@nic.in

CIN : U24232RJ2011SGC035067

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

No. F-8() RMSCL/EPM/M-1/NIB-826/2024-25/305

Dated: 31/07/24

BIDDING DOCUMENT



॥ सर्वे सन्तु निरामयाः ॥

NIB NO.-826

(YEAR 2024-25)

THE RATE CONTRACT FOR

12 Channel ECG Machine

कृपया निविदा अपलोड करने से पूर्व **ESSENTIAL/MANDATORY DOCUMENTS** (Page No. 5) के अनुसार सभी दस्तावेज निविदा के साथ आवश्यक रूप से संलग्न करवाना सुनिश्चित करावें।

NIB No. -- 826

RajKaj Ref
9329119



Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



(To be submitted on letter head of the Bidder)
BID SUBMISSION LETTER
(Declaration Form cum Check List)

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

Subject: Regarding Bid Submission for NIB-826/2024-25

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

I/We declare that we are participating in this bid in the capacity of (*Manufacturer /Direct Importer*[if specially allowed]) please specify I/We have enclosed valid

1. For manufacturer – Manufacturing License from Competent Authority/UdhyogAadhar/Udhyam Registration/EM-2 Acknowledgement/IEM
2. For importer – Import license/IEC Code and authorization from Principle Foreign Manufacturer

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

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

S. No	Description	Page No./Particulars
1.	Technical Bid Submission Letter (BF-2)	
2.	Bidding Forms submitted on non judicial stamp paper of Rs. 200/- duly Notarized by Notary Public (BF-5 & BF-9).	
3.	Bidding Forms submitted on non judicial stamp paper of Rs. 50/- duly Notarized by Notary Public (BF-8).	
4.	Declaration of Manufacturer/ Direct Importer/ Authorized Dealer/Authorized Distributor[BF-12].	
5.	Corrigendum/modification/clarification uploaded with bid document	

RajKaj Ref
9329119

NIB No. – 826

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



ESSENTIAL/MANDATORY DOCUMENTS

S. No	Description	Page No./Particulars
1.	For manufacturer – Manufacturing License from Competent Authority/UdhyogAadhar/Udhyaam Registration/EM-2 Acknowledgement/IEM	
2.	For importer – Import license/IEC Code and authorisation for sale from the principal foreign manufacturer (authorization letter of principal company [BF-13].	
3.	Bidding Document Fee and RISL Processing Fee as per NIB	
4.	Bidsecurity/Bid Securing Declaration as per GCC clause37 and NIB (through challan/DD/BG)-(BF-3)	
5.	Copy of GST registration and PAN registration	
6.	Rates in BOQ (BF-4) are electronically uploaded on website https://eproc.rajasthan.gov.in .	To be submitted online in BOQ only
7.	Average Gross Annual turnover statement for past 3 financial years certified by C.A. [as per QEC-3,BF-6]	
8.	Statement of Past supplies and performance [BF-7]/Purchase Order or its related documents	
9.	Self attested photocopies of ISO, CE,CE(notified body)BIS, USFDA or any other certificate for quoted goods as required and mentioned in technical specifications.	
10.	Test Reports – NABL/Notified Body/Any Government Lab.(Note:- as per technical specifications)	
11.	Affidavit regarding appointment of Representative for Demonstration of Goods under Procurement (BF-11).	

Date:Name and Signature of Bidder with seal

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

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



Rajasthan Medical Services Corporation Limited (RMSCL)

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

Ph. No. 0141-2223887, Fax No. 0141-2228065
CIN : U24232RJ2011SGC035067

E-Mail – mdrmsc@nic.in; edepmrmsc-ri@nic.in
Website: www.rmhc.health.rajasthan.gov.in

No. F-80) RMSCL/EPM/M-1/NIB-826/2024-25/305

Dated: 31/7/24

NOTICE INVITING BID (NIB-826/2024-25)

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

S.N.	Name of article	Indicative Quantity (Number)	Bid value (Rs. In Lacs)	Required Minimum average annual turnover for last three financial years (Rs. In Lacs)	Required Minimum average annual turnover for last three financial years for MSMEs of Rajasthan (Rs. In Lacs)	Bid Security (Rs.)	Bid Security for MSME Units of Rajasthan (Rs.)
1	12 Channel ECG Machine	1000	640.00	300.00	150.00	12,80,000.00	3,20,000.00

Bidding Schedule of E-Bid is as under :

Date & Time of start of online downloading of Bidding Document	Date of pre-bid meeting	Last Date & Time of online downloading of Bidding Document	Last Date & Time of online submission of Bid	Date & time of online opening of technical bid
1	2	3	4	5
<u>31.07.2024</u> <u>01:00 p.m.</u>	<u>08.08.2024</u> <u>03:00 p.m.</u>	<u>29.08.2024</u> <u>11:00 a.m.</u>	<u>29.08.2024</u> <u>06:00 p.m.</u>	<u>30.08.2024</u> <u>03:00 p.m.</u>

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

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

- Detailed particulars of the list of goods required, specifications of goods to be procured and bidding document are available on the website-“www.dipronline.org” or www.rmhc.health.rajasthan.gov.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 on working days during office hours.
- Pre-bid meeting will be held as per above schedule, in the conference hall of Rajasthan Medical Services Corporation, D-Block, Swasthya bhawan, Jaipur, to clarify and/ or reply the queries on any issues related to this bid. Written Representations from the prospective bidders regarding suggestions/clarifications in respect of the provisions of the bidding documents shall only be accepted up to next working day after the date of

RajKaj Ref
9329119

NIB No. – 826

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



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

Executive Director (EPM)
RMSCL, Jaipur

संज्ञ

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the bidder or any other in any context, other than applying for this proposed procurement.

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

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

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

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

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

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

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

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



		<p>permitted], the nationality of the Bidder and all parties constituting the Bidder shall be of India or a country not declared ineligible by Government of India. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country.</p> <p>iv. A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.</p> <p>v. A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by –</p> <p>(a) Any Procuring Entity, if debarred by the State Government; and</p> <p>(b) A Procuring Entity if debarred by such procuring Entity.</p> <p>(vi) The Bidder must be Manufacturer /Direct Importer, or where permitted, distributor, authorized dealer, registered Bidder, bona-fide dealer, marketing agent in the Goods and if required he shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorization by the manufacturer or country distributor in India, shall be enclosed.</p> <p>(vii) Any change in the constitution of the firm, etc., shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relive any former member of the firm, etc., from any liability under the Contract.</p> <p>(viii) No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p> <p>(ix) The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. New major stake holder must agree to abide by all terms and conditions of the Contract.</p> <p>(x) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.</p> <p>(xi) In case a prequalification, empanelment or registration process has been conducted prior to the Bidding process, this Bidding will be open only to the pre-qualified, empanelled or</p>
--	--	---



		<p>Section VI : Qualification and Evaluation Criteria (QEC) Section VII : Special Conditions of Contract (SCC) Section VIII : Technical Specifications of the Goods to be procured under the Bid.</p> <p>The Notice Inviting Bid issued by the Procuring Entity shall also be a part of the Bidding Document.</p> <p>(ii) The online downloading of Bidding Document shall be commenced as per schedule given in BDS and shall be stopped one day prior to the date of opening of Bids. The complete Bidding Document shall also be placed on the website of State Public Procurement Portal. The prospective Bidders shall be permitted to download the Bidding Document from the website and pay its Fee/price while submitting the Document to the Procuring Entity, or e-procurement gateway, if the facility is available.</p> <p>(iii) Bidding Document purchased by Principal of any concern may be used by its authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa, if permitted in BDS.</p> <p>(iv) The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal. /www.e-procurement.rajasthan.gov.in .The Bidder is expected to examine all instructions, forms, terms in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.</p>
5	<p>Clarification of Bidding Document and Pre-Bid Conference</p>	<p>(i) The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications etc., in order to get clarifications, the bidder can refer the same to the Procuring Entity, such issued shall be referred as per clause 6 of NIB. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS. If required/needed, the Procuring Entity will respond in writing to any request for clarification, within seven days, provided that such request is received as per clause 6 of NIB. It shall also be placed on the websites of State Public Procurement Portal and should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall</p>

NIB No. -- 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



		shall be responsible for such failure.
7	Bid Prices and Discounts	<p>The prices and discounts(if permitted) quoted by the Bidder in the Bid and in the Price Schedules shall conform to the requirements specified in following Sub-Clauses:</p> <p>(i) All goods of the Schedule of Supply must be specified/ listed and priced separately in the BOQ/Financial Schedules. If a BOQ/Financial Schedule shows goods and/ or related services specified/ listed but not priced, these will be marked as Not Quoted. If the bid is invited for composite work/Turn Key basis/Lot basis, the goods and/or related services for which prices are not quoted, prices of those goods shall be deemed to have well taken care of in other goods and L-1 bidder shall be adjudged accordingly.</p> <p>(ii) The price to be quoted in the Bid Submission shall be the total price of the Bid excluding any discounts offered. Discounts, if permitted, shall be shown separately.</p> <p>(iii) The Bidder shall quote unconditional discounts, if permitted, and the methodology for their application in the Financial Bid /BOQ.</p> <p>(iv) In Case of International Competitive Bidding, the terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, on the date of the Invitation for Bids or as specified in the BDS.</p> <p>(v) Prices proposed in the Price Schedule/BOQ Formats for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this Sub-Clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any combination of the terms offered:</p> <p>(vi) For Goods offered from within India: The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and GST and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory, or on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf. If requested, excise duty is to be shown separately. GST and all other taxes applicable in India and Rajasthan or any other taxes payable on the Goods, should be included in the total price F.O.R. at site or place of delivery of the goods, if the</p>

NIB No. - 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



		documents, in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the bidding documents.
9	Documents Establishing the Eligibility of the Goods and Related Services	If required to establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 3 [Eligible Goods and Related Services], Bidders shall Submit documents in support of the country of origin.
10	Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid: (i) The documentary evidence (specifications, designs and conformance to USFDA/CE/WHO-GMP/ISO/BIS or other acceptable codes) and where asked for, supply samples, demonstrate trials or carry out tests as specified in SCC and any amendment thereof issued in accordance with ITB Clause 6 [Amendment of Bidding Document]. (ii) The documentary evidence may be in the form of literature, design/drawings or data etc., and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements. (iii) Standards and/ or Specifications mentioned are for workmanship, process, material, operation and maintenance and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Section VIII: Technical Specifications of the Goods to be procured under the Bid, are the minimum acceptable standards and are intended to be descriptive only and not restrictive. The Bidder may offer other standards of better quality, brand names, and/ or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Bidding Documents. Until and unless mentioned specifically, the L-1 bidder shall be adjudged on the basis of L-1 rates received in BOQ. The bidder shall not claim cost/price comparison on the basis of quality. (iv) Bids for goods, if any, specified in bidding documents, shall be accompanied by set of samples of the goods' bid, where asked for, properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. (v) The process of submission of samples and Demonstration shall be as per clause 43 &44 of GCC.

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



15	Dividing quantities among More than one Bidder at the time of award	As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation. The ratio of dividing of quantity shall be as mentioned in BDS.
16	Period of Rate Contract	The bidding is for rate contract (RC) for a period of 24 months or for any extended period as per rules.
17	Preparation of Bid	The Bidder are advised to ensure : (i) Go through the bidding documents, terms and conditions, annexure/ other bid forms (BF) carefully and meticulously. (ii) Bid form must conform to the terms & conditions of the bid documents, technical bid and financial bid (BOQ) should be in Cover-A and Cover-B respectively through e-procurement portal. (iii) It is clarified that the information required in bidding document should be submitted only in enclosed bidding form (BF-1 to BF-17) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected. (iv) It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for digital signature certificate (DSC), so that the confidentiality of bid/ rates is maintained up to bid opening & that documents are not put to any misuse. (v) It is advisable to authorize only those persons for dealing with RMSCL bid who are employed in the company on salary basis. (vi) Written Correspondence with the corporation regarding the bid shall only be entertained, only if it is done by authorized signatory of the firm. (vii) Certificates/licenses/documents/other testimonials, which



		<p>for this purpose and should submit BF-11 invariably:</p> <p>(a) Photography of the goods to be demonstrated shall be done invariably by Technical Committee (TC).</p> <p>(b) Demonstration shall be taken/ conducted by Technical Committee (TC). Demonstration shall not only cover the examination about required technical specifications (as asked in section -VIII of the bid) and functionality but it shall also cover the other aspects like ease of handling/operation, manoeuvrability of the goods. Decision of the Technical Committee (TC) constituted for the purpose, shall be final.</p> <p>(c) TC will prepare Demonstration Report (DR) immediately after demonstration is over. DR shall be duly signed by the members of the TC and the representative of the bidder (BF-11) as well. Copy of the such duly signed DR, shall be provided to each representative of the bidder (who has demonstrated their goods) on the same day of demonstration.</p> <p>(d) If the DR finalised by the TC is not acceptable to the representative of any bidder, he may put dissent note (clearly mentioning the reasons of non-acceptance of DR with signature, otherwise report shall be deemed to have been accepted by the bidder (BF-11).</p> <p>(e) If the DR of the technical committee is challenged through a written complaint by any bidder, the M.D., RMSCL may constitute a Review Technical Committee (RTC) including at least two members of the Technical Committee (TC).</p> <p>(f) If the decision of the Review Technical Committee opines the same findings as of the Technical Committee (TC), the decision of Review Technical Committee shall be final and binding and such complaints shall be deemed as "interference with procurement process, vexatious appeals or complaints", and in such cases an action against the complainant bidder, as per section 42(a) "interference with procurement process" & 43 "vexatious appeals or complaints" of RTPP Act 2012, may be taken by the MD, RMSCL.</p>
19	Bidding Documents	Bidding documents can be downloaded from " https://eproc.rajasthan.gov.in ." The bidding documents fee Rs. 2000.00+360.00 (GST @ 18%) total amount 2360.00 or Rs. 1000.00 +180.00 (GST@18%) total amount 1180.00 for MSMEs of Rajasthan, and processing fee of Rs.2500.00 of R.I.S.L. shall be deposited through two separate prescribed challans (format enclosed in BF-1) in any

	opening	representatives who wish to be present.
24	Publication of Technically Responsiveness/ L-1 Bidder	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites website www.rmhc.health.rajasthan.gov.in , sppp.raj.nic.in and https://eproc.rajasthan.gov.in . Similarly, information regarding financial bid (L-1) shall also be provided to bidders on above websites. Individual bidders may not be informed separately.
25	Participation of Bidders	<p>i. Any bidder who qualifies to participate in the bid as per Rule 13(4) of RTPP Rules and amendment therein vide Notification dated January 01, 2021 (G.S.R. 237) and Order No F.2(1)FD/G&T-SPFC/2017, Jaipur dated 15-01-2021 issued by Finance (G&T) Department, Govt. of Rajasthan, shall only be eligible to participate in the Bid.</p> <p>ii. The bidders belonging to or with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed if the bidder is registered either with the Competent Authority of GoI by Department of Promotion of Industries and internal trade under the Ministry of Commerce and Industry or with the Competent Authority of GoR.</p> <p>iii. A certificate to this effect shall be given bidder in BF-2, regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.</p> <p>iv. Explanation: For the purpose of this,-</p> <p>a. "Agent" means a person employed to do any act for another, or to represent another in dealings with third persons;</p> <p>b. "Beneficial owner" means,-</p> <p>(i) In case of a company or Limited Liability Partnership, the "beneficial owner" is the natural person or persons who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other person;</p> <p>(ii) "Controlling ownership interest" is the ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;</p> <p>(iii) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</p>

NIB No. - 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



Rajasthan Medical Services Corporation Limited (RMSCL)

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

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

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

CIN : U24232RJ2011SGC035067

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

SECTION II :-GENERAL CONDITIONS RATE CONTRACT (GCC)

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

Clause No.	Subject	Description
	Definitions	Definitions:
1		<p>The following words and expressions shall have the meanings hereby assigned to them for the purpose of this bid:</p> <p>‘Act’ means the Rajasthan Transparency in Public Procurement Act, 2012 and amendments therein.</p> <p>‘Rules’ means the Rajasthan Transparency in Public Procurement Rules, 2013 and amendments therein.</p> <p>‘Completion’ means the fulfilment of the supplies and related services by the supplier in accordance with the terms and conditions set forth in the contract.</p> <p>“Contract” means the agreement entered into between the Procuring Entity and Supplier, together with the contract documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.</p> <p>“Contract Documents” means the documents listed in the agreement, including any amendments therein.</p> <p>“Contract Price/Rate” means the price payable to the supplier as specified in the agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.</p> <p>“Day” means calendar day.</p> <p>“Delivery” means the transfer/supply of the goods from the supplier to the Procuring Entity in accordance with the terms and conditions set forth in the contract.</p> <p>“GCC” mean the General Conditions of rate Contract.</p> <p>“SCC” means the Special Conditions of rate Contract”.</p> <p>“Goods” means all the commodities, raw material, machinery and equipment, accessories, documents, Guarantee/Warrantee/ warrantees and /or other materials that the supplier is required to supply to the Procuring Entity under the contract.</p>

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved

NIB No. – 826



		<p>iii. Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing; “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>iv. The word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender document” with “bidding document”. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
3	Incoterms	<p>In case of International Competitive Bidding :</p> <p>i. The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.</p> <p>ii. EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, on the date of the invitation of the bid or as specified in the bidding document.</p>
4	Entire Agreement	<p>The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes complete bidding documents including Amendments/Corrigendum/Modification/Addendum issued, schedules, appendices, annexure, Letter of approval of Rates, all correspondence related to the bid, approval of extension period etc. And all attachments listed in the agreement.</p>
5	Amendment in Agreement	<p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>
6	Non-waiver	<p>i. Subject to GCC Sub-Clause (ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>ii. Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
7	Severability	<p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
8	Code of Integrity	<p>It is required that the Supplier observes the highest standards of ethics during the procurement process and performance of the Contract with</p>

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



		11(3), 46 and chapter IV of the Act, if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in execution of the Contract. The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity.
9	Language	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided that they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. If bid not accompanied by such translation, the concerned/relevant document shall not be considered and bidder shall be responsible for such failure.
10	Notices	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the ITB. The term "in writing" means communicated in written form or electronic form with proof of receipt. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
11	Governing Law	The Contract shall be governed by and interpreted in accordance with the laws of the Central and the State Governments.
12	Specifications and Standards	<ol style="list-style-type: none">The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Bidding documents and shall bear such marks. When no applicable standard is mentioned, the Goods and Related Services supplied shall be of the best quality and the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods. In no case such standards shall be inferior to the relevant updated BIS or international standards.Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be applicable. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC 3.The supply of goods specified in NIB, Bidding Documents shall conform strictly to the approved samples, The decision of the

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



		<p>of confidentiality.</p> <p>iv. The above provisions of GCC Clause 14 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. The provisions of GCC Clause 14 shall survive completion or termination, for whatever reason, of the Contract.</p>
15	Change in Laws and Regulations	<p>i. After the dead line of for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government(which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price(including Taxes) shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.</p> <p>ii. If any goods quoted in the bid does not attract GST at the time of bidding and GST is levied by the union government subsequently, the bidder shall be entitled to such GST paid on production of invoices drawn as per Rules.</p>
16	Force Majeure	<p>i. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>ii. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc.</p> <p>iii. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.</p>
17	Joint Venture, Consortium or Association and	If the Supplier is a Joint Venture, Consortium, or Association all the parties shall sign the Contract except in case of the Joint Venture,

NIB No. - 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approve



	Contract Amendments	<p>scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none">(a) Specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;(b) The method of shipment and/ or packing;(c) The place of delivery; and(d) The Related Services to be provided by the Supplier. <p>If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty- eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <ul style="list-style-type: none">ii. Additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
21	Delivery	<ul style="list-style-type: none">i. Subject to GCC Clause 20, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the details specified in the NIB, Bidding documents. The details of shipping and other documents to be furnished by the Supplier are specified in the SC.ii. All Goods must be sent freight paid through Railways or Goods transport. R.R. should be sent under registered cover. In case advance payment is to be made, the R.R. shall be sent through Bank only.
22	Supplier's Responsibilities	<ul style="list-style-type: none">(i) The Supplier shall supply all the Goods and Related Services in accordance with GCC Clause 20 and the Delivery and Completion Schedule, as per GCC Clause 21.(ii) All the supply/delivery/Installation will be received through E-Upkaran Software only by The consignee. Suppliers shall take all necessary Measures to confirm supply/receive/Installation through E-Upkaran Software and shall fulfill all entries from



harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) The installation of the Goods by the Supplier or the use of the Goods where the Site is located; and
 - (b) The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- ii. If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 27(a), the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier shall at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
 - iii. If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf and at the expenses of the Supplier.
 - iv. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
 - v. The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



		accrued or will accrue thereafter to the Procuring Entity. ii. The Goods which have been shipped or dispatched at the time of Supplier's receipt of the Notice of termination may be accepted by the Procuring Entity at the Contract terms and prices.
31	Termination for Convenience	The Procuring Entity, by Notice sent to the supplier may terminate the contract in whole or in part, at any time for its convenience. The Notice of the termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
32	Price Fall Clause	<p>The prices under rate contract shall be subject to price fall clause. The prices charged for the store supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the stores of identical description to any other persons during the period of the contract in the state of Rajasthan. If any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to M.D., RMSCL, Jaipur and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the rate contract holder quotes/ reduces its price to render similar goods at a price lower than the rate contract price to anyone in the State at any time during the currency of rate agreement/ contract including extension period, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under rate contract and the rate contract shall be amended accordingly.</p> <p>The firms holding parallel rate contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days time to M.D./ ED (EPM), RMSCL. Similarly, if parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduce price, further transaction with it, shall not be conducted.</p> <p>If the prices of goods/goods under rate contract, falls in open market and procuring entity is of the opinion that rate has to be revised in the interest of the Government, he shall constitute a committee to review the prices. On the recommendations of committee, rates of the goods under rate contract shall be revised with the mutual agreement with rate contract for the procuring entity holder firm/firms.</p> <p>Provisions of Price Fall clause shall also be applicable during extended</p>

NIB No. - 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



		<p>the bidder company.</p> <p>ii. Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the M.D., RMSC Ltd., Jaipur and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the M.D., Rajasthan Medical Services Corporation Ltd., D-Block, Swasthya Bhawan, C-scheme, Jaipur. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.</p>
37	Bid Security	<p>i. Bid shall be accompanied with a bid security at the rate of 2% of the likely value of the indicative quantity or as per NIB whichever is less, for whole bid catalogue/each goods. Bids submitted without sufficient bid security will be summarily rejected.</p> <p>ii. The bid security of bidder shall be refunded after the earliest of the following events, namely:-</p> <p>(a) The expiry of validity of bid security;</p> <p>(b) The execution of agreement for procurement and performance security is furnished by the successful bidder;</p> <p>(c) The cancellation of the procurement process; or</p> <p>(d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.</p> <p>iii. Bidder should provide bank details as per BF-2 with the bid document for that purpose.</p> <p>iv. Firms which are registered as micro or MSME of Rajasthan with Commissioner of Industries shall furnish the amount of bid security at the rate 0.50% of likely value of the indicative quantity or as per NIB, whichever is less, for whole bid catalogue/each goods. In respect of goods for which they are registered to manufacture, shall submit an attested copy of acknowledgment of EM-II issued by DIC, with an affidavit on non-judicial stamp paper worth Rs. 50/- as per BF-8.</p> <p>v. The Public Sector Undertakings need not furnish any amount of bid security. However, bid securing declaration shall be necessary.</p> <p>vi. The bid security lying with the Corporation in respect of other bids awaiting approval or rejection or on account of contracts being completed, will not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in</p>

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



		<p>etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise.</p> <p>ii. The bidder shall, during the Guarantee/Warranty period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment operative.</p> <p>iii. In case of the machinery or equipment, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall also be responsible to ensure adequate and regular supply of spare parts and consumables required for the machinery or equipment, whether under their annual maintenance and repairs contract or otherwise. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment.</p> <p>iv. In case, any goods supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to M.D., Rajasthan Medical Services Corporation Ltd., Jaipur. The supplier will not have any rightful claim to the payment of cost for substandard supplies, which may have been consumed, either in part or whole, pending receipt of laboratory test/inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules.</p> <p>v. Bidder will carry out preventive maintenance and calibration as per schedule given by principal manufacturer or as mentioned in bidding document. All the reagents, consumables, spares and required accessories shall be provided free of cost to do preventive maintenance and calibration during Guarantee/Warranty period. Bidder shall provide all documents i.e. service report, test reports related to preventive maintenance and calibration to procuring entity and consignee.</p>
40	Marking	All non consumable subject matter of procurement, except glass or imported goods, (like instruments/equipment and others accessories) should bear marking "Government Of Rajasthan" or as mentioned in supply order in English on the instruments/equipment, without which the supply may not be entertained.



		<p>include the same in their quotes. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained later on any account.</p> <p>a. No part of the bid document should be detached/ deleted. The bidder shall sign with seal on every page of the bid form and terms & conditions or BF-14 in token of his acceptance of all the terms & conditions of the bid and upload the same along with bid documents. He should also sign at the bottom of each page of the original bid goods, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.</p> <p>b. Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, this shall render the bid to be rejected without notice.</p> <p>c. For comparison of rates, the average comprehensive annual maintenance charges & consumables may be added to the rate quoted for the equipment, if comprehensive annual maintenance is applicable and consumables of equipment related to closed group are used.</p>
43	Submission of samples	<p>i. Samples must be sent of the quoted goods free of cost on demand by RMSCL even though the specifications or descriptions etc. Are mentioned in the bid form are complied. No sample will be accepted after prescribed period. In the event of non submission of samples within the prescribed period on demand, the bid shall not be considered and bid security shall be forfeited. RMSCL may grant extension in time for submission of samples on the request of bidder.</p> <p>ii. Samples of equipment/ instruments should be collected back from the E.D. (EPM), RMSCL, Jaipur by unsuccessful bidders within one month from the date of demonstration or the period intimated to the bidder. The corporation will not be responsible for any damage, wear and tear or loss during the course of culture testing/ testing/ examination etc. The corporation would retain the sample of approved goods for one month beyond expiry of contract. The corporation shall not be responsible for any damage, wear & tear or loss in this period. The corporation will not make any arrangement for return of samples even if the bidder agrees to pay the cost of transportation. The uncollected samples shall stand forfeited by the corporation after the period allowed for collection and no claim for cost etc. Shall be entertained. In certain cases, the controlled marked sample may be directed to be kept at the premises of the bidder and they shall be maintained till the currency of rate contract/ Guarantee/Warrantee.</p>

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved 45



		<p>Review Technical Committee (RTC) including at least two members of the Technical Committee (TC).</p> <p>f. If the decision of the Review Technical Committee opines the same findings as of the Technical Committee (TC), the decision of Review Technical Committee shall be final and binding and such complaints shall be deemed as “interference with procurement process, vexatious appeals or complaints”, and in such cases an action against the complainant bidder, as per section 42(a) “interference with procurement process” & 43 “vexatious appeals or complaints” of RTPP Act 2012, may be taken by the MD, RMSCL.</p>
45	Performance Security (PS) and agreement	<p>i. The successful bidder shall submit the original copy of bidding document duly signed on each page (As has been uploaded on e-procurement portal) at the time of agreement. The period of rate contract shall be 24 months from the 1st day of next month of agreement signing month. The M.D., RMSC Ltd., can extend the original rate contract, subject to original terms and conditions for a period deemed fit by him up to three months or up to the extended period due to repeat order, for which the bidder shall abide.</p> <p>ii. Successful bidders, whose offers are accepted, will have to deposit performance security @5 % of the value of the indicative quantity (including GST) in the bid for each goods in favor of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement. The Performance Security shall be deposited in the form of DD/Banker cheque/ B.G. However, the Bank Guarantee shall be for a validity period of 6 months, beyond the Guarantee period sought for the goods. The firms, which are registered as MSMEs / sick industries of Rajasthan, shall be required to deposit performance security, as applicable under the rules.</p> <p>iii. The Performance Security (P.S.) shall be 5% of the total value of stores ordered for supply. The Procurement Officer will not release payment for supplies, until the additional Performance Security due is either deposited by the supplier or additional P.S., as calculated, is withheld. The firm may submit Bank Guarantee issued by any scheduled bank. The minimum validity of bank Guarantee should be 6 months after completion of Guarantee period for the goods. The bid security of successful bidder may be adjusted toward Performance Security. The bidders shall submit scanned copy of the challan/DD/Banker cheque in Technical Bid (Cover-A).</p> <p>iv. The performance security shall be refunded after six months after</p>

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



		<p>retained as Performance Security against the security of Comprehensive Maintenance Contract (CMC) If there is any default in comprehensive maintenance service, the corporation may forfeit the performance security, as described under different clauses or any other recovery from this Performance Security.</p> <p>xii. The rate contract can be repudiated at any time by the M.D., RMSC Ltd., if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, M.D., RMSC may terminate the agreement of rate contract at any time without notice/intimation to the successful bidder.</p> <p>xiii. 75A. Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.</p> <p>Explanation: For the purpose of this rule,-</p> <ol style="list-style-type: none">Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder. <p>(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.]</p>
46	Supply Orders/ Purchase order(PO)	<p>i. Supply order/Purchase Order (PO) will be placed through registered post/ e-mail/ any communication medium by the corporation. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders</p>



		<p>subject to fulfilment of all required specifications and conditions of the bid:-</p> <ol style="list-style-type: none">Opportunity shall be given to local enterprises to supply 80% of the bid quantity (with 20% order to be given to the original lowest bid enterprise). Out of this 80% minimum of 60% would be required to be purchased from the local micro and small enterprises, in case they have also bid and within this 60%, 4% shall be earmarked for procurement from local micro and small enterprises owned by member of scheduled caste or scheduled tribe. The remaining quantity, out of the above mentioned 80% and to the maximum limit of 20% shall be procured from the local medium enterprises in case they have also bid.To exercise this option of Purchase Preference for 80% of the bid quantity, in such situation, a counter offer would be given to the local enterprise, which has quoted the minimum rate among the local bidder enterprises, to match the overall lowest (L1) rate received. In such case, price preference stated in clause (a) above shall no longer be applicable and net lowest price (L1 price) would be required to be matched.In case, the lowest local enterprise does not agree to the counter offer as per sub clause (ii) above, or does not have the capacity to provide the entire bid quantity, the same counter offer shall be made to the next lowest bidder of the eligible local bidder enterprises, in that order till the quantity to be supplied is met. <p>CASE-2: In case MSME's of Rajasthan do not participate in bid or do not match L1 rate as above but PSU's participate. 25% preference may be given to PSU if there is no MSME unit of Rajasthan to avail this benefit. However these units will be required to participate in bidding process and match L-1 price.</p> <p>CASE-3: In case neither MSME's of Rajasthan nor PSU's participate in bid or do not match L1 rates. L1 will be given order of 100% quantity.</p>
48	Submission of contract completion report	<p>A consolidated statement (BF-17) shall be submitted to ED, EPM by the 10th of each month. Every time the statement should contain details of all orders placed under the contract.</p> <p>Firms will have to submit consolidated statement (BF-17) in duplicate at the end of rate contract well as after expiry of equipment/Guarantee/Warrantee period (as provided in Guarantee/Warrantee clause of the contract) to enable the Corporation to examine the case for refund of performance security.</p> <p>The consignee shall intimate the contractor/supplier about the defect(s) at once in such a manner, so as to reach the office of the firm</p>



		<p>any criteria, such bidder will not be allowed to claim GST at later point of time during the tenure of contract, if the GST become chargeable on goods manufactured due to any reason.</p> <p>(iv) If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made as decided by M.D. RMSCL.</p>
50	Liquidated damages & Penalty	<p>The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.</p> <p>In case of extension in the delivery period with liquidated damages, recovery of L.D. shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :-</p> <ol style="list-style-type: none">Delay up to one- fourth period of the prescribed Delivery Period – 2.5%Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5%Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period – 7.5%Delay exceeding three- fourth of the prescribed period -10% <p>Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.</p> <p>If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to M.D. RMSC Ltd., Jaipur, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by purchase officer after sanction of extension in delivery period.</p> <ol style="list-style-type: none">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.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 prior approval from M.D., RMSC Ltd., Jaipur. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any



		<p>specifications with latest amendments that have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the goods may be done by any Inspecting Agency/ Committee of experts at the site of the manufacturer or at site of installation. The supplier shall provide all facilities for inspection/testing free of cost.</p> <p>ii. Notwithstanding the fact that the authorized inspecting agency had inspected and/ or has approved the stores/goods, the procurement officer or his authorized expert/ doctor/ designated person shall inspect the goods as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in contract/ agreement.</p> <p>iii. In case of doubts in inspection/ test, same may be got inspected or tested in any NABL accredited laboratory. If the goods are found defective and not as per specifications, consignee will not accept the material and shall inform the RMSCL within 3 days. Consignee may also simultaneously ask the firm for removal of defect/ replacement. The firm shall be bound to remove the defect or replace the defective goods within 15 days of receipt of intimation from the consignee. However, in case of defective goods, the date on which the consignee accepts the goods after replacement of defective goods/ removal of defects shall be taken as date of delivery. Wherever defective goods are replaced, the inspection/ testing charges, if any, shall be borne by the supplier.</p> <p>iv. If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted/ retained by the firm/supplier at the time of technical approval.</p> <p>v. In case of imported goods, the supplier shall ensure that the goods are inspected by the third party inspecting agency third party inspecting agency before being dispatched to the consignee. In case any un-inspected goods are found in the goods received by the consignee, the firm shall be solely responsible for it and the corporation shall be free to take suitable necessary action against the firm as per terms and conditions of bid document/ agreement. RMSCL may direct to have pre dispatch inspection of goods being supplied. The supplier shall make prior intimation to RMSCL/ consignee/BME concerned about the dispatch of supply.</p>
54	Packing & insurance	<p>i. The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be</p>



		<p>approved, standard, samples. In case of any goods of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of M.D., RMSC Ltd., Jaipur as to the quality of stores be final and binding upon the bidder. In case any of the goods supplied are not found as per specification or declared sub-standard/spurious, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.</p> <p>iii. If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such goods will be reduced suitably. In cases where goods has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., RMSC Ltd., Rajasthan Jaipur shall be final.</p> <p>iv. The rejected goods must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.</p> <p>v. No payment shall be made for defective/incorrect goods. However, if payment has been made, then defective goods shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the goods without prior replacement (provided firm has performance Security) Joint inspection of defective goods may be carried out as required by the corporation. However sample of ISI marked goods found defective shall be kept by consignee for reference to BIS.</p> <p>vi. In case firm wants to take back goods to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification.</p> <p>vii. The bidder shall be responsible for the proper packing and delivery of the goods to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the bidder shall be responsible. No extra cost on such account shall be admissible.</p>
56	Correction of arithmetic errors	<p>Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <p>a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit</p>



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

NIB No. - 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



	<p>procurement process</p>	<p>Bhawan, or as decided by the Govt. of Rajasthan.</p> <p>ii. The designation and address of the Second Appellate Authority is ACS/ Principal Secretary/Secretary, Medical, Health & Family Welfare Dept., Govt. of Rajasthan, Secretariat, Jaipur or as decided by the Govt. of Rajasthan.</p> <p>Filing an appeal If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the act or the rules or the guidelines issued there under, he may file an appeal to first appellate authority, as specified in the bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:</p> <p>a. Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings:</p> <ul style="list-style-type: none">• Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.• The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.• If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be. <p>b. Appeal not to lie in certain cases</p> <p>a. No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-</p> <ul style="list-style-type: none">• Determination of need of procurement;• Provision limiting participation of Bidders in the Bid process;• The decision of whether or not to enter into negotiations;• Cancellation of a procurement process;• Applicability of the provisions of confidentiality. <p>c. Form of Appeal</p> <ul style="list-style-type: none">• An appeal under Para (iii) or (iv) above shall be in the Form
--	----------------------------	---

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



		<p>procurement process;</p> <p>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;</p> <p>f. Not obstruct any investigation or audit of a procurement process;</p> <p>ii. Disclose conflict of interest, if any; and</p> <p>a. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity</p> <p>Conflict of Interest:-</p> <p>The Bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:</p> <p>a. Have controlling partners/shareholders in common; or</p> <p>b. Receive or have received any direct or indirect subsidy from any of them; or</p> <p>c. Have the same legal representative for purposes of the Bid; or</p> <p>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</p> <p>e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or</p> <p>f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or</p> <p>g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract</p>
66	Dispute settlement mechanism	<p>If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the M.D, Corporation who will appoint his senior most deputy [ED,(P)] as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (Corporation or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.</p>
67	Past	<p>The bidder should submit self attested copies of purchase orders, invoices,</p>



		submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
71	Communication	All correspondence in this connection should be addressed to the M.D, RMSCL/ E.D. (EPM), RMSCL, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan. Technical questions should be referred to the M.D., RMSCL, Jaipur directly by correspondence or by personal contact.
72	Other Disqualifications	<p>i. Direct or indirect canvassing on the part of bidders or their representative shall disqualify their bids.</p> <p>ii. Supplier may be disqualified, banned or suspended from business during the contract, if :-</p> <p>a. Fails to execute a contract or fails to execute it satisfactorily ;</p> <p>b. No longer has the technical staff or equipment considered necessary;</p> <p>c. Is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;</p> <p>d. The-firm is suspected to be doubtful loyalty to state.</p> <p>The State Bureau of Investigation (SBI) or any other investigating agency recommends such a course in respect of a case under investigation. M.D., RMSCL, Rajasthan, Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.</p>
73	Anonymous Complaint	Any complaints received against the Corporation/officials of the corporation will be treated as anonymous complaint and shall not be considered until and unless it is made on bidder's letter head containing specific points and bears the signature of the bidder or the authority higher than the bid signatory of the firm.
74	False Information	If any certificate/documents/information submitted by the bidder is found to be false/ forged/ fabricated/ vexatious or frivolous or malicious appeals or complaints etc. Then bidder shall be liable for appropriate legal action/as per provisions of Act & Rules, along with disqualification, banning, suspension etc. For limited or unlimited period. Bidders are required to submit desired information (if any) based on the facts. If the furnished information by the firm is found to be misleading or not based on facts, disciplinary action against the firm may be taken as to banning concerned goods/goods for certain or uncertain period.
75	Procuring Entity's Right	The Corporation reserves the right to accept any bid not necessarily the lowest. Corporation may reject any bid without assigning any reasons and accept bid for all or anyone or more of the goods for which bidder has been

NIB No. - 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved 65



Rajasthan Medical Services Corporation Limited (RMSCL)

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

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

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

CIN : U24232RJ2011SGC035067

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

SECTION III: Bidding Forms

Table of Contents

S. No.	Details of Bidding Form (BF)	Pages
	Bank Challan Form (BF-1)	
	Technical bid submission Letter (BF-2)	
	Affidavit regarding appointing Representative for Demonstration (BF-11)	
	Sample of Financial bid format (BOQ) (BF-4)	
	Production capacity declaration and undertaking (BF-5)	
	Annual turnover statement (BF-6)	
	Statement of past supplies and performance (BF-7)	
	Format of affidavit for EM-II (BF-8)	
	Schedule of comprehensive maintenance contract charges/rates (BF-9&10)	
	Bid Security Declaration(BF-3)	
	Declaration regarding manufacturer/ direct importer (BF-12)	
	Authorisation from principal manufacturer (BF-13)	
	Authorisation of bidder by the firm to bid (BF-14)	
	Purchase Preference Certificate for MSME of Rajasthan , Form-A (BF-15)	
	Declaration regarding Bonafide dealer (BF-16)	
	Contract completion Report (BF-17)	
	Memorandum of Appeal under RTPPAct-2012 (Annexure-A)	

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved 67

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

NIB No.

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

I/We, the undersigned, declare that:

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

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
 Designation: Executive Director
 Date: 2024.07.30 17:41:23 IST
 Reason: Approved

(QEC) [Section VI of bidding document], duly signed with seal have been uploaded on e-procurement portal along with this technical bid submission Letter.

- (3) I/ We understand that our bid is liable to be declared non responsive in case of any deficiency in fulfillment of above requirements on our part.

Our bank details are as under:

Name of bank & branch.....
Bank a/c type: Savings/ current/ over draft/.....
Bank a/c number.....
Bank branch MICR Code.....
IFSC code.....
PAN
GST No.....
Contact person's name & Mobile Number

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

15. I/ We represented by its proprietor/managing partner/managing director having its registered office at and its factory premises at do declare that I/we have carefully read all the conditions of bid no.including all the amendments in..... ref.for supply cum rate contract of..... (goods name)for Rajasthan Medical Services Corporation Ltd. for the rate contract period and accept all conditions of bid including amendments, if any. I/We agree that the M.D. RMSCL, Jaipur may forfeit bid security and or performance security and debar me/us for a period specifying in orders, if any information/document furnished by me is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, QEC/GCC/SCC/BDS/NIB/Bidding forms and other relevant documents.
16. In relation to my /our bid submitted to Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, C-Scheme, Jaipur-302005 for procurement of(name of goods)in response to Notice Inviting Bid No.....I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:
- (i) I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity;
- (ii) I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in bid document;
17. I/ We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my /our business activities suspended and not subjected of legal proceedings for any of the foregoing reasons;
18. I/ We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved

Form of Bid-Security Declaration

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

Bid No./Alternative Bid No. :

To:

Managing Director

Rajasthan Medical Services Corporation Limited

D-Block, SwasthyaBhawan, TilakMarg

C-Scheme, Jaipur (Rajasthan) Pin. 302005

I/We, the undersigned, declare that:

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

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

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

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

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

Signed.: _____

Name : _____

In the capacity of : _____

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

Dated on day of

Corporate Seal _____

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

NIB No. - 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Ankash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



Production Capacity Declaration and Undertaking

(On non judicial stamp paper worth Rs. 200/- and Notarized by notary public

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

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

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

OR

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

- Cause of black listing/banning/debarring.
- For which goods.....:
- Period of black listing/banning/debarring.
- Latest status of black listing/banning/debarring.

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

Place :
Date :

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal

NIB No. - 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



(On firm's letter head)

Statement of past supplies and performance

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

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

Note:

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

Place :

Signature of bidder with seal

Date :

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



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

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

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

AND

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

WHEREAS:

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

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

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

2. Duration, extension and termination of this agreement:

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



Full address:

Email ID:

Hotline:

Service portal:

Toll free number:

(i) Exclusions of service under this contract:

- (a) Damages caused by or arising out of or aggravated by fire caused by sources external to the equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations, (whether war be declared or not), civil war, revolution, insurrection, mutiny, labour unrest, lockout, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.
- (b) Any work external to the equipment covered under this contract.
- (c) This contract does not cover hardware upgrade of any kind.
- (d) All consumables as per bid documents as per as clause- 5.
- (e) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during Guarantee/Warranty and CAC period.
- (f) Training for the quoted equipment/machine, if required, will be provided by the firm without any additional charges.

(ii) Limitations of services under this contract:

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

4. Care for the equipment:

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

5. Price:

- (i) In consideration of..... (Name of firm/ company)..... providing the services (as set out in Clause 2 above), the M.D., RMSC/ E.D. (EPM), RMSC/Purchase officer/Consignee/approved service provider shall pay to.....

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



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

7. Payment terms:

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

8. Liquidated damages:

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

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

9. Assistance for providing service:

The procuring officer shall give..... (Name of firm/company)..... full access to the equipment to enable..... (Name of firm/company)..... to provide service, make available to the representative of..... (Name of firm/company)..... appropriate procuring officer staff who are familiar with the procuring officer work and provide suitable working space and facilities.

10. Location & location change:

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

11. Indemnification:

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

NIB No. – 826

Rajraj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



Comprehensive Maintenance Contract Charges/Rates
(Rates to be uploaded along with online BOQ (BF-4))

(Amount in Rs.)

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

Note: Rates should not be quoted here.

Signature with seal
Authorized signatory of firm

Signature with seal
Authorized signatory of corporation

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



Declaration
by **Manufacturer/Direct Importer/Authorized Dealer/Authorized Distributor**
(To be submitted on letter head of firm)

The firm is bidding as: (Please tick the applicable box)	Yes/No	
	Manufacturer	<input type="checkbox"/>
Importer	<input type="checkbox"/>	<input type="checkbox"/>
Authorized Dealers	<input type="checkbox"/>	<input type="checkbox"/>
Authorized Distributors	<input type="checkbox"/>	<input type="checkbox"/>

Date:

NIB No.

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

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

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

Signed.....

Name.....

In the capacity of.....

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

Tel:

Fax:

E-mail:

Date:

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



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

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

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

Dear Sir,

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

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

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

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

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

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

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

Yours faithfully,

(Name & Signature of Chairman & CMD).....

For M/s.....

AUTHORISED SIGNATORY OF FIRM

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

NIB No. – 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



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

B. Details of Supply orders received:

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

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

Date

Signature

(Name of the applicant along with seal of post)

Office of the District Industries Centre _____

CERTIFICATE

(See clause 10)

File No. _____ Date _____

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

Office Seal

Signature

(Full name of the officer)

General Manager

District Industries Centre

Rubber Seal/Stamp

Enclosure- (1) Application (2)

RajKaj Ref
9329119

NIB No. - 826

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



(On firm's letter head)

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

Subject: - Regarding submission of consolidated contract completion report

NAME OF FIRM: _____
RATE CONTRACT No & DATE _____
NAME OF GOODS _____

S - N o -	Supply Order				Stipulated date of completion of supplies (delivery period) (In days)	Actual Supply		Quantity remained unsupplied		Payment Details (In Rs.)										Remarks		
	No.& Date	Consignee name/ Medical institution	Qty. (in unit)	Amt. (Rs.)		Actual date of receipt	Quantity (in unit)	Quantity (in unit)	Reasons	Sanction no. & date	Net amount	Taxes	L.D. Charges	With held amount, if any	Income tax @ 2 % deduction	Amt. paid to Firm	RM SC charges @ 5%	GS T as applicable	Total sanction amount. (12 +18+19)			

(Signature & Seal of Firm)

NOTE:-

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

NIB No. - 826

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



मुख्यमंत्री निःशुल्क जाँच योजना

Rajasthan Medical Services Corporation Limited (RMSCL)

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

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

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

CIN : U24232RJ2011SGC035067

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

SECTION IV : CONTRACT FORMS (CF)

Table of contents

S. No.	Description	Pages
	Letter of Acceptance (CF-I)	96
	Agreement Form (CF-II)	97-101
	Schedule of Rates (CF-III)	102
	Bank Guarantee Format for Bid Security/Performance Security (CF-IV)	103-104

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



(Non – Judicial Stamp Paper of Rs.)

AGREEMENT

1. This deed of agreement is made on this day of2024 for the rate contractor for a period of two years for supply of goods as per NIB No..... between M/s ----- represented by Shri Proprietor/Managing Director/Managing Partners having its registered office atand its factory premises at..... (hereinafter called “the approved supplier”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the Rajasthan Medical Services Corporation Ltd.(RMSCL), represented by its Managing Director or Executive Director (EPM) having its office at D-Block Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as “The Procuring Entity” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
2. Whereas the supplier has agreed with the Procuring Entity, the equipment, instruments and other supplies with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the RMSC of the State of Rajasthan at its head office as well as at offices/consignees throughout Rajasthan, all those goods/goods set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in column No. --- (Approved Rate-----) of the said attached schedule.
3. And whereas the approved supplier has deposited with the Procuring Entity a sum of Rs.----- (In words Rs.-----only) as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,
 - (i) The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipment, instruments and other supplies for Rajasthan Medical Services Corporation Ltd for the contract period, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (ii)
 - (a) The agreement if for the supply by the Supplier to the Procuring Entity of equipment, instruments and other supplies specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.
 - (b) The Agreement shall be deemed to have come into force with effect from the dateand it shall remain in force for a period of 24 months or as for extended period.
 - (c) The indicative quantity noted against each goods in the NIB attached hereto indicates only the probable total requirements of the Procuring Entity in respect of each goods for the

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved

NIB No. – 826



- authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (iv) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.

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

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

7. Termination of contract on breach of condition

- (i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.
- (b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.
- (c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.
- (ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.
- (iii) Notice etc. in writing
All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 11:41:23 IST
Reason: Approved



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

Jurisdiction:

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

In witness whereof the parties here to have set their hands on the day..... of..... 2021.

Signature of the approved

For and on behalf of
Supplier with Seal

Witness-1

Witness-2

Executive Director (EPM)

Rajasthan Medical Services Corporation, Jaipur

Witness- 1

Witness- 2

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved

NIB No. – 826

101

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

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

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

1. In consideration of the RMSCL having made such a stipulation in agreement. We..... (Indicate the name of the Bank) here-in-after referred to as "the Bank" at the request of M/s..... Supplier (s) do hereby undertake to pay to the RMSC amount not exceeding Rs. (Rupees only) on demand by RMSCL.
2. We (Indicate the name of Bank), do hereby undertake to pay Rs. Any demur or delay, merely on a demand from the RMSCL any such demand made on the bank by the RMSC shall be conclusive and payable by the Bank under this Guarantee. The Bank Guarantee shall be completely at the disposal of the RMSCL and We (indicate the name of Bank), bound ourselves with all directions given by RMSCL regarding this Bank Guarantee However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We (Indicate the name of Bank), undertake to pay to the RMSCL any money. so demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We (indicate the name of Bank), further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Agreement and that it shall continue to be enforceable till all the dues of the RMSC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier and accordingly discharges this Guarantee.

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved

NIB No. – 826

103



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

Ph. No. 0141-2223887, Fax No. 0141-2228065
CIN : U24232RJ2011SGC035067

E-Mail – mdrmisc@nic.in; edepmrmsc-ri@nic.in
Website: www.rmsc.health.rajasthan.gov.in

SECTION IV A : SCHEDULE OF SUPPLY

Clause No.	Description
1	List of goods and related services:
1.1	Name of Goods to be procured: As per details given in NIB and Technical Specifications as per Section VIII of bidding documents.
1.2	Related services are delivery, local transportation, successful installation, commissioning, demonstration, Erecting, training etc.
1.3	Guarantee/Warranty period starts from the date of delivery/ successful installation/ commissioning (whichever is later) for the period mentioned in technical specifications or purchase order.
1.4	Comprehensive Maintenance Contract may be executed by RMSCL/ consignee/service provider of RMSCL from the date of completion of Guarantee/Warranty period as mentioned in technical specification of purchase order.
2	Delivery and completion schedule:
2.1	Supply orders and supply schedule:
2.1.1	Purchase order (PO) for supply will be placed through registered post/e-mail/ any other communication medium by the corporation. The date of dispatch letter will be treated as the date of purchase order for calculating the period of execution of order. The successful bidder will execute the orders within a delivery period of 60 days (including date of dispatch) or as specified in the supply order.
2.1.2	In case of imported goods, 30 days will be given in addition to the period, as mentioned in condition no. 2.1.1 above. Thus delivery period for imported goods shall be 90 days from issue of Purchase Order (PO).
2.1.3	The successful bidder shall acknowledge receipt of orders within 7 days from the date of dispatch of order.
2.1.4	Delivery, installation, commissioning etc. of the goods, shall have to be made at the places/ consignee address given in the purchase order. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation made by the supplier on case to case basis. The consignee for supplies shall be M.D. RMSC or a medical institution in the state such as M.D., NHM; Director (PH/ RCH/ HA/ IEC/ AIDS/ ESI); Principal of medical colleges; Superintendents of attached hospitals; Officer in charge, C.D. Store, Sethi Colony, Jaipur/ CM&HO/ PMO/ CHC/ PHC/ DPC of DDW etc. or their equivalent or any other as mentioned in purchase order.
2.1.5	To ensure sustained supply without any interruption, M.D., RMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders. In such a case, the requirement may be met by dividing the quantity among the RC holders considering the

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



	complaint of defective equipment or defective performance registered immediately with the office of ED (EPM), RMSCL/MD, RMSCL also. The supplier shall be bound to repair the goods/equipment at the place of installation (not at the place of delivery of consignment).
2.4	Packing & insurance: Procedure, specifications and process shall be as per clause 54 of GCC.
2.5	Health facilities and other departments:
2.5.1	The consignee for supplies may be M.D. RMSC or a medical institution in the state such as M.D., NHM, Director (PH/ RCH/ HA/ IEC/ Aids/ ESI), Principals of medical colleges, Superintendents of attached hospitals / Officer in charge, C.D. Store, Sethi Colony, Jaipur/ CM&HO/PMO/CHC/PHC/DPC of DDW etc. or their equivalent or as mentioned in the purchase order.
2.5.2	The funds shall be transferred to RMSC with indent form by the demanding officers and supply orders will be placed by RMSC to suppliers.
2.6	Rejection of goods: Process and other details shall be as per clause 55 of GCC.
2.7	Liquidated damages & Penalty: Shall be as per clause 50 of GCC.
2.8	Recoveries: Shall be as per clause 52 of GCC.
3	Inspection of Goods i.e. equipment and instruments etc. :
3.1	The equipment, instruments and other hospital supplies shall be according to specifications provided in the bidding documents and shall be inspected by the agency/ committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS goods, inspection shall be strictly as per relevant BIS specifications with latest amendments that have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the goods may be done by any Inspecting Agency/Committee of experts at the site of the manufacturer or at site of installation. The supplier shall provide all facilities for inspection/ testing free of cost.
3.2	Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/goods, the procurement officer or his authorized expert/doctor/ designated person shall inspect the goods as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract.
3.3	In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory accredited by NABL. If the goods is found defective and not as per specifications, consignee will not accept the goods and shall inform the RMSCL within 3 days. Consignee may also simultaneously ask the firm for removal of defect/ replacement. The firm shall be bound to remove the defect or replace the defective goods within 15 days of receipt of intimation from the consignee. However, in case of defective goods, the date on which the consignee accepts the goods after replacement of defective goods/ removal of defects shall be taken as date of delivery. Wherever defective goods are replaced, the inspection/ testing charges, if any, shall be borne by the supplier.
3.4	If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted/ retained by the

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



Rajasthan Medical Services Corporation Limited (RMSCL)

D-Block, SwasthyaBhawan, C-Scheme, Jaipur – 302005

Ph. No. 0141-2223887, Fax No. 0141-2228065
CIN : U24232RJ2011SGC035067

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

SECTION-V : BID DATA SHEET (BDS)

Clause No.	Description
1	NIB No-826/2024-25 Date.....
2	The procuring entity is: Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, TilakMarg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066; Fax No. 0141-2228065, 0141-2223887 Email:-mdrmisc@nic.in or edepmrmisc-rj@nic.in
3	Address for correspondence and clarifications:- Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, SwasthyaBhawan, TilakMarg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066; Fax No. 0141-2228065, 0141-2223887 Email Address:- mdrmisc@nic.in; edepmrmisc-rj@nic.in
3	The goods and related services to be procured under this bid are as per NIB, and as per given technical specifications.
4	The rate contract is valid for 24 months starting from the date of issuance of rate contract and up to the last day of the 24th month. The Rate contract period is extendable as per Act & Rules.
5	Bids are invited from Manufacturer /Direct Importer only.
6	Joint venture and/ or consortiums not allowed.
7	The price of the bid document is: The bid form fee Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00 or Rs. 1000.00 +180.00 (GST@18%) total amount 1180.00 for MSMEs of Rajasthan
8	RISL processing fee is Rs. 2500.00/-.
9	Bidding Documents can be downloaded from " https://eproc.rajasthan.gov.in ." The bid form fee Rs. Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00 or Rs. 1000.00 +180.00 (GST@18%) total amount 1180.00 for MSMEs of Rajasthan, bid security (as applicable) and processing fee of Rs.2500.00 of R.I.S.L. shall be deposited through three separate prescribed challans (format enclosed in BF-1) in any branch of the Bank of Maharashtra, account no. 60460019022 anywhere in the country. Bid Security Declaration shall be submitted in BF-3. The bidder shall submit scanned copy of all the challans and BF-3 in technical bid through https://eproc.rajasthan.gov.in (Cover-A), or these can be submitted in the form of separate D.D./banker cheque in favour of M.D. , Rajasthan Medical Services Corporation Limited , Jaipur and M.D., RISL respectively (payable at Jaipur).
10	Bid Security amount: As mentioned in NIB.
11	The pre-bid meeting will be held at Conference Hall, R.M.S.C., D-Block, Swasthya

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



	<p>1. The designation and address of First Appellate Authority is:- MD, NHM, Swasthya Bhawan, C-Scheme, Jaipur or as decided by the Govt. of Rajasthan. Telephone No. 0141-2221590</p> <p>2. The designation and address of the second appellate authority is ACS/ Principal Secretary/Secretary, Medical Health & Family Welfare Dept., Govt. of Rajasthan, Secretariat, Jaipur.</p>
26	<p>Name & address of the bidder:</p> <p>Name and Designation.....</p> <p>M/S</p> <p>Address.....</p> <p>Telephone No.....</p> <p>E-mail.....</p> <p>Mobile No. of the authorized person.....</p> <p>Fax No.</p>

Executive Director (EPM)
RMSCL, Jaipur

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved

NIB No. – 826

111



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

Executive Director (EPM)
RMSCL, Jaipur

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



	about the quoted goods. If the goods inspected and/or consumables are manufactured in batches, then the third party inspection report of each batch will have to be submitted. (iii) All expenses regarding third party inspection will be borne by the bidder.
12.	The Brand Name/Make and Model of each goods under procurement, which have been offered in the bid, should be mentioned in Technical compliance sheet. Mere indication of English/USA/Indian will not serve the purpose and will not be considered.
13.	In the case of supply of imported goods the suppliers may be asked to furnish a certificate to the effect that the firm has completed all the formalities in connection with import of the goods in question.
14.	The final technical approval of goods shall be after demonstration of samples by technical committee at the time of technical bid evaluation.
15.	Technical Support by Supplier & OEM : Spare parts and consumables of quoted make and model should be available with firm for minimum 10 years (or life span of equipment) for repairing of equipment. After completion of Guarantee/Warranty period the successful bidder/Supplier and/ or OEM, shall be bound to supply spare parts, consumables, maintenance services and technical support for at least 10 years(or life span of equipment) to RMSCL/ any health institution of Rajasthan or to any such service provider firm/institution, appointed/hired/contracted by RMSCL/ Govt. of Rajasthan, for the Repair & Maintenance of Bio Medical Equipment/Equipment installed in various health institution of Rajasthan. Suitable action shall be taken against the concerned supplier and/ or OEM, If any supplier and/ or OEM fail to provide technical support as desired above.

Executive Director (EPM)
RMSCL, Jaipur

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

Signature of Bidder with Seal

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved



24. Consumable items: Battery, Complete Lead Set, Chest bulb Electrodes, Limb Electrodes, ECG Jelly and ECG Paper roll.
25. The rates of consumables items i.e. Battery, Complete Lead Set, Chest bulb Electrodes and Limb Electrodes, ECG Jelly, ECG Paper roll should be provided in BOQ and that will be freezed.
26. Installation will be done by the firm free of cost.
27. Firm should have service engineer network in Rajasthan.
28. The firm should submit technical compliance sheet along with catalogue as per amended technical specifications mentioning the make & model of quoted item in the technical bid.

Other terms and condition to be covered during guarantee period by the supplier: -

- Response time- < 48 Hours after logged the complaint on complaint portal.
- Service hours- As per health facility schedule.
- Preventive Maintenance Schedule (PM)-As per OEM (Mention PM Schedule)
- Calibration Schedule – As per OEM (Mention PM Schedule)
- Technical & Application Support, Demonstrations & Trainings - As & when required
- Toll Free No-
- Life of the equipment- As per OEM

Executive Director (EPM)
RMSCL, Jaipur

RajKaj Ref
9329119

Signature valid

Digitally signed by Dr. Akash Alha
Designation: Executive Director
Date: 2024.07.30 17:41:23 IST
Reason: Approved

NIB No. – 826