मुख्यमंत्री निःशुल्क जाँच यो

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

Ph. No. 0141-2223887, Fax No. 0141-2228065 E-Mail – mdrmsc@nic.in; edepmrmsc-rj@nic.in
CIN : U24232RJ2011SGC035067 Website: http://rmsc.health.rajasthan.gov.in

No. F-8( ) RMSC/EPM/M- 7/2020-21/ 4600 Dated: 18/08/2020

Molbio Diagnostic Pvt.Ltd.
Verna , Goa

विषयः– कोविड–19 हेतु आवश्यक उपकरण/आईटम की आपूर्ति हेतु सहमति व दर प्रस्ताव प्रस्तुत करने के संबंध में।

उपरोक्त विषयान्तर्गत लेख है कि राजस्थान मेडिकल सर्विसेज कॉरपोरेशन हेतु कोविड–19 के संक्रमण से बचाव एवं उपचार हेतु निम्नलिखित उपकरण/आईटम की त्वरित आवश्यकता है। निम्न उपकरण/आईटमस की आपूर्ति हेतु अपनी सहमति दर एवं आपूर्ति की अवधि का अंकन करते हुए अपना प्रस्ताव दिनांक 24.08.2020 को 4.00 PM तक edepmrmsc-rj@nic.in पर प्रेषित करवाना सुनिश्चित करें–

B.O.Q.

S.no.	Item Name	Required Qty.(Estimated)	Rate per Items (without GST)	GST	Total Amount per Item (with GST)	Guaranty/ Waranty (As applicable)
1	Four channel Truenat Machine	12				
2	Confirmatory Chips	3200				

नोटः–

1. सामग्री की सम्भावित मात्रा/संख्या दर्शायी गई है। इस मात्रा को तत्कालिक आवश्यकतानुसार कम या अधिक किया जा सकता है।
2. प्रस्ताव प्रबन्ध निदेशक , आरएमएससीएल, जयपुर को सम्बोधित किया जाना है।
3. फर्म का जी.एस.टी. एक्ट के तहत पंजीयन होना अनिवार्य है।
4. दरें गन्तव्य स्थान ( ) तक एफ.ओ.आर. अंकित की जानी चाहिए। प्रस्तुत दरों मे विषयवस्तु की लागत के साथ सभी आनुषांगिक प्रभारों को शामिल किया जाना चाहिए किन्तु जी.एस.टी. पृथक से दर्शाया जाना चाहिए । किसी भी प्रकार की कर देयता की स्थिति में उसके भुगतान का उत्तरदायित्व सम्बन्धित फर्म का होगा।
5. फर्म को सभी सामग्री अच्छी क्वालिटी व अच्छे मैक की देनी होगी। आपूर्ति किया गया उपकरण/आईटम सही गुणवत्ता का नहीं होने पर स्वीकार नहीं किया जायेगा।

6. आईटम के स्पेसिफिकेशन SPPP Portal पर भी देखे जा सकते हैं।
7. Bidder will have to deposit performance security @5 % of the value of the indicative quantity (including GST) in the bid for each item in favour of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement.

संलग्नः–

1- Technical Specification of Item
2. Schedule of Supply
3. General Conditions
4. Special Conditions
5. BF-11,12

कार्यकारी निदेशक
आरएमएससीएल, जयपुर

Technical Specifications of Four channel Truenat Machine and Confirmatory Chips

Technical Specification for Truelab Quattro Real Time Quantitative micro PCR Analyzer

Fully automatic Real Time Quantitative micro PCR Analyzer Four channel three wavelength system, performs 40-48 tests in 8 hour

Technical Specification

Principle	Patented real-time micro PCR
Optics	Fluorescence, Three Wavelength
Speed	40 cycles of PCR/35 minutes
ThroughPut	4 chip-Random Access
Interface	Wi-Fi, 3G,Bluetooth
Calibration	Auto-Calibration
Memory	20,000 test results
Operating environment	Temperature: 15-40° C, RH: 10-80%
Display	Capacitive 5 " Touch screen
Printer	External 2" Bluetooth Thermal Printer
Power	Rechargeable Lithium Ion Battery Pack: 7.4 V;8.7Ah. Input to AC/DC adaptor: Single Phase 100-240 V; 47-63Hz; 1.35-0.53A
	Output from AC/DC adaptor:10V; 4.5 A; 45VA. If the input specification in your country do not meet the above requirements, please contact your local Molbio representative.
Weight	5.2kgs
Size	400 mm x 242 mm x 159 mm

Technical Specification for Truelab micro PCR Printer

Bluetooth Printer ,prints wirelessly the results of the PCR tests performed by Truelab Duo/Quattro Real time Quantitative micro PCR Analyzer

Technical Specification

Printer	2" Thermal Printer
Printing	Thermal Line Printer method
Paper	56.5mm

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width	
Dot Size	0.125 mm x 0.12 mm
Printing Speed	75 mm/s (higher speed optional)
High Speed	75 mm/s
Processor	32 Bit ARM Processor
Interface	Wireless Bluetooth interface
	High Speed USB 2.0 interface
Battery	1.5 Ahr Li-ion battery/td >
Charger	9V, 2A battery charger

Technical Specification for Truelab Auto Universal Cartridge Based Sample Prep Device

Fully automatic sample prep device works in tandem with Trueprep AUTO Cartridge and Trueprep AUTO Reagent Kits for extraction and purification of nucleic acids from clinical specimen

Technical Specification

Principle	Proprietary Matrix based extraction
Operation	Fully Automatic
Display Screen	2 line alphanumeric LCD
Power	Rechargeable Lithium Ion Battery Pack 7.4 V,11.6Ah
	External AC/DC adaptor : Input 1.5A, 100/240V, 50/60 Hz;
	Output 10V, 4.5A
Weight	2.9kgs
Size	215 x 235 x 115 mm
Software	Proprietary firmware
Operating environment	Temperature: 15-45° C, RH: 10-90%

Other term and conditions

1. All spares/accessories with this equipment shall be installed free of cost at consignee place.
2. The guarantee shall be provided for 1 year from date of successful installation on complete system.
3. CMC for item: CMC will be given @ 4% (of net rate- exclusive of GST) and yearly escalation of maximum 5 % on last year's CMC price. The rates of CMC should be provided for minimum five years after guarantee period 01 year.
4. Response time- < 48 Hours after logged the complain in complain portal.
5. Service hours- As per health facility schedule.
6. Preventive Maintenance Schedule (PM)-As per OEM (Mention PM Schedule)
7. Calibration Schedule – As per OEM (Mention Schedule)
8. Technical & Application Support, Demonstrations & Trainings to end user - As & when required
9. Toll Free/Customer Care No. (24*7)-
10. Service engineer detail in Rajasthan-

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SCHEDULE OF SUPPLY

Clause No.	Description
1	**List of goods and related services:**
1.1	Name of item:- Four channel Truenat Machine and Confirmatory Chips
1.2	Related services are delivery, local transportation, successful installation, commissioning, demonstration, training etc.
1.3	Guarantee 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 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 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 items, 30 days will be given in addition to the period, as mentioned in condition no. 2.1.1 above.
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 of equipment/ machinery, 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 from the supplier on case to case basis. The consignee for supplies shall be M.D. RMSC or a medical institution in the state such as M.D., NHM; Director (PH/ RCH/ HA/ IEC/ AIDS/ 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.
2.1.6	The ready stock position of the item, if provided by the firm, may be considered by the corporation for placement of supply orders.
2.1.7	It may be noted that the Corporation does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.
2.1.8	The quantities indicated in the Table-1 may vary. The figures indicated do not constitute any commitment on the part of corporation to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the

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	quantity indented.
2.2	**Procuring entity's right to vary quantity:**
2.2.1	The quantity of equipment originally indicated in the bid document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract. The order for additional quantity during the currency of RC may be given to the extent as per the provisions of RTPP Act/ Rules.
2.2.2	If RMSCL procures less than the quantity indicated in the bid document, the supplier shall not be entitled for any claim or compensation except if otherwise provided in the conditions of contract.
2.2.3	If the supplier fails to supply, as per the schedule of supply RMSCL shall be free to arrange/ procure the items from elsewhere and the extra cost incurred shall be recovered from the supplier.
2.3	**Submission of contract completion report:**
2.3.1	A consolidated statement **(BF-11)** shall be submitted to ED, EPM by the 10th of each month during currency of SINGLE SOURCE PROCUREMENT . Every time the statement should contain details of all orders placed under the contract up to the previous month. All payment bills should also be accompanied with the said information updated till the date of bill submission.
2.3.2	Firm will have to submit consolidated statement **(BF-11)** in duplicate at the end of SINGLE SOURCE PROCUREMENT and after expiry of equipment/instrument guarantee period (as provided in guarantee clause of the contract) to enable the corporation to examine the case for refund of performance security.
2.3.3	The consignee shall intimate the contractor/supplier about the defect(s) at once in such a manner, so as to reach the office of the firm immediately and before completion of guarantee period. It shall be the responsibility of the consignee to get the complaint of defective equipment or defective performance registered immediately with the office of ED (EPM), RMSCL/MD, RMSCL also. The supplier shall be bound to repair the item/equipment at the place of installation (not at the place of delivery of consignment).
2.4	**Packing & insurance:**
2.4.1	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, floods, 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 pay any such charges, if incurred.
2.4.2	The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage, the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.
2.4.3	Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to it.
2.4.4	**Packing specifications:** A. Schedule for packaging-general specifications: 1. All corrugated boxes should be of 'A' grade paper i.e., virgin. 2. All items should be packed in first hand (new) boxes only. 3. **Flute:** The corrugated boxes should be of narrow flute. 4. **Joint:** Every box should be preferably single joint and not more than two joints. 5. **Stitching:** Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using

	calico at the corners. 6. **Flap:** The flaps should uniformly meet but should not overlap each other. The flap when turned by 45-60° should not crack. 7. **Tape:** Every box should be sealed with gum tape running along the top and lower opening. 8. **Carry Strap:** Every box should be strapped with two parallel nylon carry straps (they should intersect). 9. **Label:** Every corrugated box should carry a large outer label at least 15cms. 10cms dimension clearly indicating that the product is for "Rajasthan Govt. Supply - Not For Sale" and it should carry the correct technical name, strength or the other mandatory details of product viz., date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted in Enclosure II to Annexure-VI of this document. 10. **Other:** No box should contain mixed products or mixed batches of the same product.
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:**
2.6.1	Articles not as per specifications/ or not conforming to the approved item or sample shall be rejected by the corporation/consignee and will have to be replaced by the supplier firm at its own cost within 15 days or in the time limit fixed by the corporation. RMSCL may initiate criminal proceeding if found that the supplier has deliberately supplied spurious/ substandard goods with the aim of cheating.
2.6.2	All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of M.D., RMSC Ltd., Jaipur as to the quality of stores be final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard/spurious, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
2.6.3	If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., RMSC Ltd., Rajasthan Jaipur shall be final.
2.6.4	The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
2.6.5	No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has performance Security as per condition no. 19) Joint inspection of defective material may be carried out as required by the corporation. However sample of ISI marked material found

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	defective shall be kept by consignee for reference to BIS.
2.6.6	In case firm wants to take back item to their works for rectification then firm shall deposit payment received against such defective supplies. In case supplier has not received any payment then material may be returned to supplier firm for rectification.
2.6.7	The bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the supplier firm shall be responsible. No extra cost on such account shall be admissible.
2.7	**Dividing quantities among more than one bidder (in case of procurement of goods):**
2.7.1	As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted as described in rule 74 of RTPP rules, 2013.
2.8	**Terms of payment:**
2.8.1	Unless otherwise agreed between the corporation and the firm, payment/ part payment (up to 70%) for the delivery of the stores will be made on submission of bills in proper form by the firm. Payment shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee along with the bill. Installation/ commissioning of equipment and rendition of required satisfactory training to the consignee's personnel, wherever required, shall also be necessary for releasing full payment. In case of delayed supplies, deduction of L.D. as per provisions shall be made from payments. The firms shall seek time extension from the Corporation before delayed dispatch of supplies.
2.8.2	Payment shall be made by ECS/RTGS/account payee bank demand draft/banker's cheque, as the case may be. Expenses on this account, if any, shall be borne by the firm.
2.8.3	No advance payments towards cost of items will be made to the bidder.
2.8.4	All bills/ invoices should be raised in triplicate and in the formats as per the applicable rules.
2.8.5	If at any time during the period of contract, the price of bid items is reduced or brought down by any law or act of the Central or State Government or by the supplier himself, the supplier shall be bound to inform to M.D., RMSCL, Jaipur immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the supplier fails to notify or fails to agree to such reduction of rates.
2.8.6	In case of any enhancement in GST due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional GST so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in taxation/GST, the bidder should produce a letter from the concerned taxation/GST authorities for having paid additional GST on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rates of GST of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of GST of items will be deducted without any change in the basic price structure of the items approved under the bid.
2.8.7	In case successful bidder has been enjoying GST exemption due to any criteria of turnover etc., 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.

2.8.8	If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made/ decided by M.D. RMSCL on receipt of representation from the firm along with verified bills.
2.9	**Liquidated damages & Penalty:**
2.9.1	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.
2.9.2	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 :- (a) Delay up to one- fourth period of the prescribed Delivery Period - **2.5%** (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - **5%** (c) Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period - **7.5%** (d) Delay exceeding three- fourth of the prescribed period **-10%** Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.
2.9.3	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 firm 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.
2.9.4	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.
2.9.5	If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior 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 supplier shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.
2.9.6	In the situation where the supplier fails to supply the items even in the additional period equal to the originally stipulated period and delay can be attributed to the supplier an additional penalty of 10% shall be levied (if PO is extended).
2.9.7	If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rate received in new bid(s) invited are lower than the SINGLE SOURCE PROCUREMENT in operation, then the supplier shall be entitled to the lower rates so received.

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

3. **List and rates of consumables [BF-12 (6)]:**

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

(a) The list of reagents & chemicals:-

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

(b) The list of consumables:-

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

The list of spares parts:-

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

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, a specialist and the senior most accounts person of that institution will decide the reasonability of rates of reagents, consumables & spares by negotiation with the firm.

4. **Drawings, if any.**
5. **Inspection and Tests.**

Clause No.	Description

2.8.8	If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made/ decided by M.D. RMSCL on receipt of representation from the firm along with verified bills.
2.9	**Liquidated damages & Penalty:**
2.9.1	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.
2.9.2	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 :- (a) Delay up to one- fourth period of the prescribed Delivery Period - **2.5%** (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - **5%** (c) Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period - **7.5%** (d) Delay exceeding three- fourth of the prescribed period -**10%** Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.
2.9.3	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 firm 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.
2.9.4	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.
2.9.5	If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior 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 supplier shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.
2.9.6	In the situation where the supplier fails to supply the items even in the additional period equal to the originally stipulated period and delay can be attributed to the supplier an additional penalty of 10% shall be levied (if PO is extended).
2.9.7	If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rate received in new bid(s) invited are lower than the SINGLE SOURCE PROCUREMENT in operation, then the supplier shall be entitled to the lower rates so received.

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

3. **List and rates of consumables [BF-12 (6)]:**

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

(a) The list of reagents & chemicals:-

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

(b) The list of consumables:-

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

The list of spares parts:-

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

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, a specialist and the senior most accounts person of that institution will decide the reasonability of rates of reagents, consumables & spares by negotiation with the firm.

4. **Drawings, if any.**
5. **Inspection and Tests.**

Clause No.	Description

5	**Inspection of equipment and instruments:**
5.1	The equipment, instruments and other hospital supplies shall be according to specifications provided in clause 3 Technical specifications of (Schedule of supply) and shall be inspected by the agency/ committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS items, inspection shall be strictly as per relevant BIS specifications with latest amendments that have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material 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.
5.2	Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the procurement officer or his authorized expert/doctor/designated person shall inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in SINGLE SOURCE PROCUREMENT.
5.3	In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is 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 equipment/ item within 15 days of receipt of intimation from the consignee. However, in case of defective item, the date on which the consignee accepts the item after replacement of defective material/ removal of defects shall be taken as date of delivery. Wherever defective item is replaced, the inspection/ testing charges, if any, shall be borne by the supplier.
5.4	If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted/ retained by the firm/supplier at the time of technical approval.
5.5	In case of imported items, the supplier shall ensure that the item is inspected by the third party inspecting agency before being dispatched to the consignee. In case any un-inspected item is found in the items 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 items being supplied. The supplier shall make prior intimation to RMSCL/ consignee/BME concerned about the dispatch of supply.

Rajasthan Medical Services Corporation Limited, Jaipur
D-Block, Swasthya Bhawan, C-Scheme, Jaipur - 302005
Ph. No. 0141-2223887, Fax No. 0141-2228065 **E-Mail** - mdrmsc@nic.in; edepmrmsc-rj@nic.in
CIN : U24232RJ2011SGC035067 Website: http://rmsc.health.rajasthan.gov.in

GENERAL CONDITIONS SINGLE SOURCE PROCUREMENT (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.	Description
1.	**Definitions:**
	The following words and expressions shall have the meanings hereby assigned to them for the purpose of this bid: **'Act'** means the Rajasthan Transparency in Public Procurement Act, 2012. **'Rules'** means the Rajasthan Transparency in Public Procurement Rules, 2013. **'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. **"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. **"Contract Documents"** means the documents listed in the agreement, including any amendments thereto. **"Contract Price/Rate"** means the price payable to the supplier as specified in the agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract. **"Day"** means calendar day. **"Delivery"** means the transfer of the goods from the supplier to the Procuring Entity in accordance with the terms and conditions set forth in the contract. **"GCC"** mean the General Conditions of SINGLE SOURCE PROCUREMENT . **"SCC'** means the Special Conditions of SINGLE SOURCE PROCUREMENT ". **"Goods"** means all the commodities, raw material, machinery and equipment, accessories, documents, guarantee/ warrantees and /or other materials that the supplier is required to supply to the Procuring Entity under the contract. **"Procuring Entity"** means the entity purchasing the goods and related services here, M.D., RMSCL or as specified in the SCC. **"Related Services"** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance (Preventive maintenance and calibration during Guarantee period), commissioning of equipment or machinery and other similar obligations of the supplier under the contract. **"Subcontractor"** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the supplier. **"Supplier"** means the natural person, private or government entity, or a combination of the above, whose bid to perform the contract has been accepted by the Procuring Entity and is named as such in the agreement, and includes the legal successors or permitted assigns of the supplier. **"The Site"** where applicable, means the place of delivery, installation, testing/ commissioning of the goods/ equipment or machinery or In-charge Officer of Govt. Medical Institutions consignees or any other place mentioned in the purchase order. **"ECS"** ELECTRONIC CLEARING SYSTEM **"IEM"** INDUSTRIAL ENTREPRENEUR MEMORANDUM **"EM-II"** ENTREPRENEUR MEMORANDUM-II **"MSME"** MICRO SMALL & MEDIUM ENTERPRISES **"CMC"** COMPREHENSIVE MAINTENANCE CONTRACT

2	(i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the Articles of Association of the bidder company. (ii) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the M.D., RMSC Ltd., Jaipur and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the M.D., Rajasthan Medical Services Corporation Ltd., D-Block, Swasthya Bhawan, C-scheme, Jaipur. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.
3	**Guarantee clause:**
	(i) The bidder would guarantee that the subject matter of procurement would continue to conform to the description and quality as per technical specifications and perform as per descriptions, from the date of delivery/ installation (if applicable) of the said subject matter of procurement. Notwithstanding the fact that the purchaser may have inspected and/or approved the said subject matter of procurement during the guarantee period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise. (ii) The bidder shall, during the guarantee period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment operative. (iii) In case of the machinery or equipment, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall also be responsible to ensure adequate and regular supply of spare parts and consumables required for the machinery or equipment, whether under their annual maintenance and repairs contract or otherwise. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment. (iv) In case, any item supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to 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. (v) Bidder will carry out preventive maintenance and calibration as per schedule given by principal manufacturer or as mentioned in Technical Specification. All the reagents, consumables, spares and required accessories shall be provided free of cost to do preventive maintenance and calibration during guarantee period. Bidder shall provide all documents i.e. service report, test reports related to preventive maintenance and calibration to procuring entity and consignee.
4	**Marking:**
	All non consumable subject matter of procurement, except glass or imported articles, (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 will not be entertained.
5	**Applicability of taxes:**
	The invoice should show the SGST/CGST/IGST separately for the purchase of medical equipment, instruments & ambulances procured by RMSCL. The industries situated in GST Free zone will produce the copy of appropriate notification.
6	**Submission of samples & demonstration:**
	(i) Samples must be sent of the quoted items 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. (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 item for one month beyond expiry of contract. The corporation shall not be responsible for any damage, wear & tear or loss in this period. The corporation will not make any arrangement for return of samples even if the bidder agrees to pay the cost of transportation. The uncollected samples shall stand forfeited 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 SINGLE SOURCE PROCUREMENT / guarantee. (iii) The bidder may be asked to demonstrate the technique, procedure and utility of equipment as per specifications given in the bid document before the technical committee of the corporation. (iv) Sample should be strictly according to the item quoted in the bid form failing which the bid will not be considered. Permanent label shall be placed on the item depicting the name of make and model. The label should be of permanent nature which should not be easily removable. The permanent label so affixed shall be with the particulars as mentioned below:- (A) Name of manufacturer (B) Make (C) Model (D) Serial No (E) Address of the firm (F) Customer care no. (v) No change in marking on sample will be allowed after the submission of the sample.
7	**Performance Security (P.S.) and agreement:**

(i) The successful bidder shall submit the original copy of bid document signed on each page *(As has been uploaded on e-procurement portal)* at the time of agreement.

(ii) **The period of SINGLE SOURCE PROCUREMENT shall be 12 months from the 1st. day of next month of agreement** signing month. The M.D., RMSC Ltd., can extend the original SINGLE SOURCE PROCUREMENT , subject to original terms and conditions for a period deemed fit by him, but not exceeding three months, for which the bidder shall abide.

(iii) Successful bidders, whose offers are accepted, will have to deposit performance security @5 % of the value of the indicative quantity (including GST) in the bid for each item in favor of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement. The Performance Security shall be deposited in the form of DD/Banker cheque/ B.G. However, the Bank Guarantee shall be for a validity period of 6 months, beyond the guarantee period sought for the item. The firms, which are registered as MSMEs / sick industries of Rajasthan, shall be required to deposit performance security, as applicable under the rules.

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

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

(vi) The performance security shall be refunded after six months after satisfactory completion of SINGLE SOURCE PROCUREMENT and after satisfying that there are no dues outstanding against the bidder, subject to Comprehensive Maintenance Agreement provisions.

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

(ix) The Corporation will pay no interest on performance security amount.

(x) Successful bidders will have to execute an agreement on a Non Judicial Stamp Paper of an amount mentioned in the offer letter (LOA), in the prescribed form with M.D./ E.D.(EPM), Rajasthan Medical Services Corporation Limited, Jaipur and deposit performance security within 15 days from the date of acceptance of the bid is communicated to him. However, M.D. RMSC Ltd., Jaipur may condone the delay in execution of contract by the bidder. The expenses in this regard shall be borne by the successful bidder. The validity of SINGLE SOURCE PROCUREMENT under this agreement shall be for a period, as mentioned.

(xi) The bidder shall furnish the following documents at the time of execution of agreement:-

(i) Attested copy of Partnership Deed, in case of Partnership Firms;

(ii) Registration Number and year of registration, in case partnership firm is registered with Registrar of Firms;

(xii) Address of residence and office, telephone numbers, in case of Sole Proprietorship with

(i) Registration issued by Registrar of Companies, in case of Company,

(ii) Comprehensive maintenance agreement, if applicable.

(xii) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of performance security shall be liable to forfeiture by M.D. RMSC Ltd., Jaipur and decision of M.D. RMSC Ltd., Jaipur shall be final.

(xiv) Public Sector Undertakings are not required to furnish amount of Security Deposit.

(xv) The 25% of total deposited Performance Security amount shall be retained as Performance Security against the security of Comprehensive Maintenance Contract (CMC) If there is any default in comprehensive maintenance service, the corporation

	may forfeit the performance security, as described under different clauses or any other recovery from this Performance Security. (xvi) The SINGLE SOURCE PROCUREMENT 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 SINGLE SOURCE PROCUREMENT at any time without notice/intimation to the successful bidder.
8	**Supply Orders (Purchase order):**
	(i) Supply order will be placed through registered post/ e-mail/ any communication medium by the corporation. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a period of 60 days or as specified in the supply order. (ii) The successful bidder shall acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision. (iii) In case of imported items, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 11 (i) above. (iv) Except for equipment/machinery, which requires installation/commissioning, all other supplies shall be to district headquarter only. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation from the supplier on case to case basis. The consignee for supplies shall be M.D. RMSC or a medical institution in the state such as M.D., NHM, Director (PH/ RCH/ HA/ IEC/ Aids/ ESI), Principal of Medical Colleges, Superintendents of attached hospitals/CM&HO/PMO/DPC of DDW etc. or their equivalent.. (v) The ready stock position of the item, if provided by the firm, may be considered by the Corporation for the placement of supply orders. (vi) It may be noted that the Corporation does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained. (vii) The required to be procured are mentioned in Table-1 however, the figures indicated do not constitute any commitment on the part of corporation to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.
9	**Submission of contract completion report:**
	(i) A consolidated statement **(BF-11)** shall be submitted to ED, EPM by the 10th of each month. Every time the statement should contain details of all orders placed under the contract. (ii) Firms will have to submit consolidated statement **(BF-11)** in duplicate at the end of SINGLE SOURCE PROCUREMENT well as after expiry of equipment/instrument guarantee period (as provided in guarantee clause of the contract) to enable the Corporation to examine the case for refund of performance security. (iii) The consignee shall intimate the contractor/supplier about the defect(s) at once in such a manner, so as to reach the office of the firm immediately and before completion of guarantee period. It shall be the responsibility of the consignee to get the complaint of defective equipment or defective performance registered immediately with the office of ED (EPM), RMSCL/MD, RMSCL also.

10	**Terms of payment:**
	(i) Unless otherwise agreed between the corporation and the firm, payment/part payment for the delivery of the stores will be made on submission of bills in proper form by the firm. Payment shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee along with the bill. Installation/commissioning of equipment and rendition of required satisfactory training to the consignee's personnel, if any, shall also be necessary for releasing payment. In case of delayed supplies, deduction of L.D. or/and penalty as per provisions shall be made from payments. The firms shall seek time extension from the Corporation before delayed dispatch of supplies. (ii) Payment shall be made by RTGS/account payee bank demand draft/banker's cheque, as the case may be. Expenses on this account, if any, shall be borne by the firm. (iii) No advance payments towards cost of items will be made to the bidder. (iv) All bills/invoices should be raised in triplicate and as per the applicable rules in the name of the authority concerned. (v) If at any time during the period of contract, the price of bid items is reduced or brought down by any law or act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform M.D., RMSCL, Jaipur immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates. (vi) In case of any enhancement in GST due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional GST so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in GST, the bidder should produce a letter from the concerned authorities for having paid additional tax on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of GST of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of tax will be deducted without any change in the basic price structure of the items approved under the bidder. (vii) In case successful bidder has been enjoying GST exemption on any criteria, such bidder will not be allowed to claim GST at later point of time during the tenure of contract, if the GST become chargeable on goods manufactured due to any reason. (viii) 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.
11	**Liquidated damages & Penalty:**
	(i) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers. (ii) 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 :- **(a)** Delay up to one- fourth period of the prescribed Delivery Period - **2.5%** **(b)** Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - **5%** **(c)** Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period - **7.5%** **(d)** Delay exceeding three- fourth of the prescribed period **-10%**

	Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%. (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to M.D. RMSC Ltd., Jaipur, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by purchase officer after sanction of extension in delivery period. (iv) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage. (v) If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with 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 other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period. (vi) In the situation where the supplier fails to supply the items even in the additional period equal to the originally stipulated period and delay can be attributed to the supplier an additional penalty of 10% shall be levied (if PO is extended).
12	**Medical colleges and their attached hospitals:** (i) 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. (ii) The funds shall be transferred to RMSC with indent form and supply orders will be placed by RMSC to suppliers
13	**Recoveries:**
	(i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the corporation. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force. (ii) Any recovery on account of L.D. charges/risk & cost charges in respect of previous SINGLE SOURCE PROCUREMENT s/supply orders placed on them by the corporation can also be recovered from any sum accrued against this bid after

	accounting for untied sum or due payment lying with corporation against previous SINGLE SOURCE PROCUREMENT s/supply orders. Firm shall submit details of pending amount lying with corporation but decision of M.D., RMSC Ltd., Jaipur regarding authenticity of sum payable shall be final.
14	**Inspection:**
	i. The equipment, instruments and other hospital supplies shall be according to specifications provided in clause 3 Technical specifications of Section V (Schedule of supply) and shall be inspected by the agency/ committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS items, inspection shall be strictly as per relevant BIS specifications with latest amendments that have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material 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. ii. Notwithstanding the fact that the authorized inspecting agency had inspected and/ or has approved the stores/articles, the procurement officer or his authorized expert/ doctor/ designated person shall inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in contract/ agreement. iii. In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is 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 equipment/ item within 15 days of receipt of intimation from the consignee. However, in case of defective item, the date on which the consignee accepts the item after replacement of defective material/ removal of defects shall be taken as date of delivery. Wherever defective item is replaced, the inspection/ testing charges, if any, shall be borne by the supplier. iv. If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted/ retained by the firm/supplier at the time of technical approval. v. In case of imported items, the supplier shall ensure that the item is inspected by the third party inspecting agency before being dispatched to the consignee. In case any un-inspected item is found in the items 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 items being supplied. The supplier shall make prior intimation to RMSCL/ consignee/BME concerned about the dispatch of supply.
15	**Packing & insurance:**
	(i) The good will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred. (ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the Procurement Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking/inspection of material by the

	consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes. (iii) Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him. (iv) Packing specifications: 1. All corrugated boxes should be of 'A' grade paper i.e., virgin. 2. All items should be packed in first hand (new) boxes only. 3. **Flute:** The corrugated boxes should be of narrow flute. 4. **Joint:** Every box should be preferably single joint and not more than two joints. 5. **Stitching:** Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners. 6. **Flap:** The flaps should uniformly meet but should not overlap each other. The flap when turned by 45-60° should not crack. 7. **Tape:** Every box should be sealed with gum tape running along the top and lower opening. 8. **Carry Strap:** Every box should be strapped with two parallel nylon carry straps (they should intersect). 9. **Label**: Every corrugated box should carry a large outer label at least 15cms. 10cms dimension clearly indicating that the product is for "Rajasthan Govt. Supply - Not For Sale" and it should carry the correct technical name, strength or the other mandatory details of product viz., date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted in Enclosure II to Annexure-VI of this document. 10. **Other:** No box should contain mixed products or mixed batches of the same product.
16	**Rejection:**
	(i) Articles not as per specification/ or not approved shall be rejected by the corporation/consignee and will have to be replaced by the supplier firm at its own cost within 15 days or as time limit fixed by the corporation. (ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of M.D., RMSC Ltd., Jaipur as to the quality of stores be final and binding upon the bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account. (iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., RMSC Ltd., Rajasthan Jaipur shall be final. (iv) The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises. (v) No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items shall be allowed to be removed only after the firm

	replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has performance Security) Joint inspection of defective material may be carried out as required by the corporation. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS. (vi) In case firm wants to take back item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification. (vii) The bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the bidder shall be responsible. No extra cost on such account shall be admissible.
17	**Correction of arithmetic errors:**
	Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of Financial Bids on the following basis: (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and. (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (i) and (ii) above. If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.
18	**Procuring entity's right to vary quantity:**
	(i) The quantity of equipment originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract. (ii) If the RMSCL procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract. (iii) If the bidder fails to supply, the RMSCL shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the supplier.
19	**VALIDITY OF BID:**
	Bids shall be valid for a period of 120 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid , the procuring entity, may request the bidders to extend the bill validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid security shall not be forfeited.
20	**Price escalation:**
	Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the purchases made under this bid or agreement. However, the provisions provided for tax variations are exclusive to this clause.
21	**Subletting of contract:**
	Subletting or assigning contract to third party is prohibited. In the event of bidder violating this condition, the M.D., Rajasthan Medical Services Corporation, Jaipur shall be at liberty to place the contract elsewhere on the bidder's account and at his risk. The bidder shall be liable for any loss or damage, which the Government may sustain in consequence or arising

	out of such replacement of the contract.
22	**Comprehensive Maintenance Contract (CMC):**
	If required, Bidder shall execute a CMC with the RMSC/Consignee/Approved service provider of RMSCL as described in BF-12 and GCC clause no. 5. The rates for maintenance shall be applicable as quoted in [BF-4, (BOQ)]. CMC will only commence after the guarantee period and on a written request made by the concerned procurement officer/user medical institutions to the firm. The firm shall abide itself by the terms & conditions of CMC.
23	**Grievance redressal during procurement process:**
	(i) The designation and address of the First Appellate Authority is Secretary, (MD, NHM), Department of Medical & Health, D-Block, Swasthya Bhawan, or as decided by the Govt. of Rajasthan. (ii) The designation and address of the Second Appellate Authority is ACS/ Principal Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan Room No 5213,2nd Floor, Secretariat, and Chairman, RMSCL, Jaipur or as decided by the Govt. of Rajasthan. (iii) **Filling an appeal** If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the act or the rules 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: Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings: Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable. The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal. (iv) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be. (v) **Appeal not to lie in certain cases** No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:- (a) Determination of need of procurement; (b) Provision limiting participation of Bidders in the Bid process; (c) The decision of whether or not to enter into negotiations; (d) Cancellation of a procurement process; (e) Applicability of the provisions of confidentiality. (vi) **Form of Appeal** (a) An appeal under Para (iii) or (iv) above shall be in the Form **(BF-15)** along with as many copies as there are respondents in the appeal. (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee. (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or

	authorized representative. (vii) **Fee for filling appeal** (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable. (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned. (viii) **Procedure for disposal of appeal** (a) The first appellate authority or second appellate authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing. (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall,- (i) Hear all the parties to appeal present before him; and (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter. (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost. (d) The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.
24	**Compliance with the code of integrity and no conflict of interest:**
	Any person participating in a procurement process shall- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; c) Not indulge in any collusion, Bid rigging or any-competitive behavior to impair the transparency, fairness and progress of the procurement process; d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process; f) Not obstruct any investigation or audit of a procurement process; g) Disclose conflict of interest, if any; and h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity. **Conflict of Interest:-** The Bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to: a. Have controlling partners/shareholders in common; or b. Receive or have received any direct or indirect subsidy from any of them; or c. Have the same legal representative for purposes of the Bid; or d. Have a relationship with each other, directly or through common third parties, that

	puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or Bidder or any of its affiliates has been hired (or is proposed to be hired0 by the Procuring Entity as engineer-in0chage/ consultant for the contract
25	**Dispute settlement mechanism:**
	If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred by the Parties to the M.D, Corporation who will appoint his senior most deputy [ED,(P)] as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (Corporation or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.
26	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.
27	(i) Direct or indirect canvassing on the part of bidders or their representative shall disqualify their bids. (ii) Supplier may be disqualified, banned or suspended from business during the contract, if :- (a) fails to execute a contract or fails to execute it satisfactorily ; (b) no longer has the technical staff or equipment considered necessary ; (c) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ; (d) The firm is suspected to be doubtful loyalty to state. (e) The State Bureau of Investigation (SBI) or any other investigating agency recommends such a course in respect of a case under investigation. (f) M.D., RMSCL, Rajasthan, Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.
28	No action on the letter head of the bidder /firm regarding any complaints against the Corporation will be considered unless the letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.
29	(i) 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/RTPPA provision, along with disqualification, banning, suspension etc. for limited or unlimited period. (ii) 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 item/items for certain or uncertain period.
30	The Corporation reserves the right to accept any bid not necessarily the lowest. Corporation may reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.
31	The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel SINGLE SOURCE PROCUREMENT s with another firm for the stores detailed in Table-1 is also reserved by M.D., RMSC Ltd., Rajasthan, Jaipur.
32	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
33	The bidder must sign all the pages of bid document at the below of terms & conditions agreeing to

	abide by all conditions of the bid and accept them in totality. The Signing of **BF-14** shall be treated as acceptance all the terms and conditions of the bid document.
34	The Purchase Committee of RMSC may relax or change/ modify terms and conditions in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall also be got approved from Board of Directors of RMSCL if the bid is under board competency.
35	**Jurisdiction:** All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in Jaipur only.

Rajasthan Medical Services Corporation Limited, Jaipur
D-Block, Swasthya Bhawan, C-Scheme, Jaipur - 302005
Ph. No. 0141-2223887, Fax No. 0141-2228065 **E-Mail** – mdrmsc@nic.in; edepmrmsc-rj@nic.in
CIN : U24232RJ2011SGC035067 Website: http://rmsc.health.rajasthan.gov.in

SPECIAL CONDITIONS OF SINGLE SOURCE PROCUREMENT (SCC)

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

Clause No.	Particulars
1.	Firm shall provide comprehensive guarantee with spare parts for item(s), as mentioned in technical specification (from the date of installation/commissioning). Acceptance of comprehensive maintenance contract after expiry of guarantee period should be submitted with the cover" A" and rates in cover "B" respectively.
2.	Conditional bids will not be considered.
3.	List of consumable items is to be provided in technical bid (BF-12), which is not covered under the guarantee; otherwise all the consumables will be treated as spare parts covered under the guarantee and CMC.
4.	Transhipment will be permitted and partial shipment not allowed.
5.	Normally, payment will be released after installation, demonstration and commissioning of equipment/machine and satisfactory operational training, if required.
6.	The bidder should quote rates in Indian rupees and payment will be made in Indian rupees (INR) only.
7.	All certificates should be valid on the date of submission of bids and as per Clarification given in, GENERAL CONDITIONS SINGLE SOURCE PROCUREMENT (GCC) Clause No. 2.6
8.	The bidder should have well equipped local service centre in India preferably in Rajasthan.
9.	The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.
10.	Any other, if required.

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

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

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

Signature of Bidder with Seal

(3)

BF-11

(On firm's letter head)

Executive Director (EPM)
D-Block, Swasthya Bhawan, Tilak Marg
C-scheme, Jaipur-302005
Telephone no. 0141-2223887
Fax no. 0141-2228065

Subject: - Regarding submission of consolidated contract completion report

NAME OF FIRM: _____

SINGLE SOURCE PROCUREMENT No & DATE _____

NAME OF ITEM _____

S. No.	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. (Rupees)		Actual date of receipt	Quantity (in unit)	Quantity (in unit)	Reasons	Sanction no. & date	Net amount	Taxes	L.D. Charges	Withheld amount, if any	Income tax @ 2 % deduction	Amt. paid to Firm	RMSC charges @ 5%	GST as applicable	Total sanction amt. (12+18+19)	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.
1.																				

(SIGNATURE & SEAL OF FIRM)

NOTE:-

1. The firm should fill the relevant information in all the Columns of the BF-11 and submit to ED, EPM.
2. The information filled in by firm shall be correct, complete.
3. Attach separate sheets as annexure, whenever necessary.

(Non – judicial stamp paper of Rs.100/-)

Guarantee and Comprehensive Maintenance Contract (C.M.C) If applicable

This Comprehensive Maintenance Contract (CMC) is made on ..... at 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. *M/s*.....*(Name of firm/company)*..... is inter alia, engaged in the business of marketing of equipment and apparatus/instruments manufactured by..... *(Name of firm/company)*..... in India and it also provides maintenance service for **equipment & instruments** in India;

B. The consignee/procuring officer has asked to provide service and maintenance of equipment 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:

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

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

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

(a) The 25% of total deposited **performance security** amount shall be withheld against the security of this (CMC) agreement.

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

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

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

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

(b) All parts require replacement shall be supplied to the consignee by the ..... *(Name of firm/company)* .....under this agreement at no additional cost, during CMC period.

(c) Safety and software updates for features that were originally purchased and forming part of the equipment during commencement of this contract.

(d) Routine cleaning, lubrication, replacement of o' rings gaskets etc. for all mechanical instruments.

(e) Routine cleaning & calibration of electronic equipment.

(f) Spare parts beyond clause no. 6 are included in the CMC offer and will not be charged extra.

(g) Firms offering conditions:-

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

(h) Contact details of service providing firm:
Full address:
Email ID:
Hotline:
Service portal:

Toll free number:

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

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

(b) Any work external to the equipment covered under this contract.

(c) This contract does not cover hardware upgrade of any kind.

(d) All consumables as per bid documents as per as clause- 5 .

(e) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CAC period.

(f) Training for the quoted equipment/machine, if required, will be provided by the firm without any additional charges.

(ii) **Limitations of services under this contract:**

(a) Maintenance and updates will be provided based on originally purchased software options. Additional features, hardware or software, that are not part of the equipment on commencement of this contract are not included in this contract but can be included on mutually agreed terms and conditions, reduced in writing.

(b) Parts will be replaced at the sole discretion of..... *(Name of Consignee)*..... .

(c) Whenever a breakdown call is attended, then during such visit, preventive maintenance can also be carried out. Hence, such a visit may be treated as a preventive maintenance visit also.

(d) If required and permitted, the transportation of equipment from purchase officer to service centre of firm and back to purchase officer site, is sole responsibility of the service providing firm company.

4. **Care for the equipment:**

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

5. **Price:**

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

(Name of Firm/ Company)..... Maintenance Contract charges (hereinafter the "CMC Charges") for the equipment set out in BF-13, annexed to this Agreement.

(ii) The CMC Charges specified above is inclusive of all taxes, levies, impositions, cess etc. as may be applicable on the services rendered by..... *(name of firm/company)*.....to the consignee. If any fresh taxes, levies impositions, cess is levied and changed by the appropriate governmental authority during the term of this contract; the variation shall be borne by the procuring officer.

(iii) All the defective parts/items shall become the property of..... *(Name of Firm/Company)*..... on replacement of parts and have to be returned to .....*(Name of Firm/Company)*.....by the procuring officer/consignee only if same are replaced without charges.

(iv) No price escalation will be applicable.

6. **List and rates consumables:**

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

(a) The list of reagents & chemicals:-

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

(b) The list of consumables:-

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

(c) The list of spare parts :-

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

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

7. **Payment terms:**

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

8. **Liquidated damages:**

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

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

9. **Assistance for providing service:**

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

10. **Location & location change:**

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

11. **Indemnification:**

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

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

12. **Dispute resolution committee:**

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

13. **Jurisdiction:**

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

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

Signed on behalf of the .....

Signed----------

(Authorized signatory)

Name_____

(Capitals)

Designation:_____

Rubber stamp

Witness-1

Witness-2

Signed on behalf of the .....

Signed ----------

(Authorized signatory)

Name_____

(Capitals)

Designation: _____

Rubber stamp

Witness-1

Witness-2

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