

Rajasthan Medical Services Corporation Limited (RMSCL)

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

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

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

CIN : U24232RJ2011SGC035067

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

No. F-8() RMSCL/EPM/M-3/NIB-561/2020-21/ 548

Dated: 06/04/2021

BIDDING DOCUMENT



॥ सर्वे सन्तु निरामयाः ॥

NIB NO. -561

(YEAR 2020-21)

THE RATE CONTRACT FOR SUPPLY OF
Liquid Medical Oxygen (LMO)

BID DOCUMENT FOR RATE CONTRACT

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

Table of Contents

S. No.	Section	Description	Pages
1.	NIL	Bid Submission Letter	3
2.	NIL	Abridged form of NIB for publication in the Newspapers	4
3.	NIL	Notice Inviting Bid (NIB) for uploading on website	5-6
4.	NIL	Disclaimer	7-8
5.	I	Instructions to Bidders (ITB)	9-17
6.	II	General Conditions of Rate Contract (GCC)	18-36
7.	III	Bidding Forms (BF), Memorandum of Appeal (Annexure-A)	37-50
8.	IV	Contract Forms (CF)	51-59
9.	IVA	Schedule of Supply	60-61
10.	V	Bid Data Sheet (BDS)	62-63
11.	VI	Qualification and Evaluation Criteria (QEC)	64-65
12.	VII	Special Conditions of Rate Contract (SCC)	66-67
13.	VIII	Technical Specifications of the Goods to be procured under the Bid	68

(To be submitted on letter head of the Bidder)

BID SUBMISSION LETTER

(Declaration Form cum Check List)

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

Subject: Regarding Bid Submission for NIB-561/2020-21

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

I/We declare that we are participating in this bid in the capacity of **Manufacturer/ Producer/ Importer** of LMO. I/We have enclosed valid manufacturing license and other required licenses/certificates.

I/We declare that I/We do not disqualify to participate in the bid as per Rule 13 of RTPP Rules and amendment therein issued vide Notification dated January 01, 2021 (G.S.R. 237) and order dated 15-01-2021, by Finance (G&T) Department, Govt. of Rajasthan.

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

S. No	Description	Page No./Particulars
1	Bidding Document Fee and RISL Processing Fee as per NIB	
2	Bid Securing Declaration as per GCC clause 31- (BF-3)	
3	Technical Bid Submission Letter (BF-2)	
4	Copy of GST registration and PAN registration	
5	Rates in BOQ (BF-4) are electronically uploaded on website https://eproc.rajasthan.gov.in .	To be submitted online in BOQ only
6	Bidding Forms submitted on non judicial stamp paper of Rs. 200/- duly Notarized by Notary Public(BF-5).	
7	Average Gross Annual turnover statement for past 3 financial years certified by C.A. [as per QEC-3,BF-6]	
8	Contractual Experience [BF-7]	
9	Declaration by Manufacturer [BF-8]	
10	Authorization of a person to submit bid by the firm[BF-9]	
11	Corrigendum/modification/clarification uploaded with bid document	
12	Specify full address from where the supply shall be made.	Full Address.....
13	Declaration letter mentioning name, photograph & specimen signature of the bidder or designated officer/ person who is authorized by the firm to bid and make correspondence with the RMSCL. The designated person should be an enrolled employee of the firm. (Also attach photo ID)BF-09.	Name..... Signature..... Full Address..... Mobile No: E-mail address :

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

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

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

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

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

CIN : U24232RJ2011SGC035067

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

No. F-8() RMSC/EPM/M-4/NIB-561/2020-21/ 548

Dated: 6/4/2021

Notice Inviting Bid (NIB-561/2020-21)

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

S. No.	Detail	Information
1	NIB No.	561/2020-21
2	Name of goods	Liquid Medical Oxygen (LMO)
3	Estimated Bid value	Rs. 50.00 Crore
4	Bid download start date and time	06.04.2021 ; 01.00 PM
5	Last date, time of receipt of bid	03.05.2021 ; 06.00PM
6	UBN	

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


Executive Director (EPM)
RMSCL, Jaipur

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

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

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

CIN : U24232RJ2011SGC035067

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

No. F-8() RMSC/EPM/M-4/NIB-561/2020-21/ 548

Dated: 6/4/2021

NOTICE INVITING BID (NIB-561/2020-21)

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

S. N.	Description of Goods under Procurement	Bid Value (in Cr.)	Indicative Quantity of LMO for Two Years (Tonnes)	Minimum average Gross annual turnover for last three financial years (in Cr.)	Minimum average gross annual turnover for last three financial years for (MSMEs of Rajasthan) (In Cr.)	Bid Security (In Rs.)	Bid Security for MSME Units of Rajasthan (In Rs.)
1.	Liquid Medical Oxygen (LMO)	50.00	24960	30.00	15.00	Bid Security Declaration in BF-3 (on Rs 50/- Non-Judicial Stamp Paper issued from Rajasthan State (Duly Notarized) has to be submitted.	

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

Date & Time of start of online downloading of Bidding Document	Date of pre-bid meeting	Last Date & Time of online downloading of Bidding Document	Last Date & Time of online submission of Bid	Date & time of online opening of technical bid
1	2	3	4	5
<u>06.04.2021</u> <u>01:00 p.m.</u>	<u>12.04.2021</u> <u>11:00 a.m.</u>	<u>03.05.2021</u> <u>11:00 a.m.</u>	<u>03.05.2021</u> <u>6:00 p.m.</u>	<u>04.05.2021</u> <u>11:00 a.m.</u>

- The above estimated quantities are only indicative and may vary to the extent permitted in rules.
- If the procuring entity does not procure any subject matter of procurement or procures less than the quantity indicated in the bid documents the bidder shall not be entitled for any claim or compensation. No minimum quantity is Guaranteed. Quantity/ Capacity commitment of the firm in BF-5 shall be considered for placement of supply orders.
- Detailed particulars of the list of goods required, specifications of goods to be procured and bidding document are available on the website- www.dipronline.org or www.rmssc.health.rajasthan.gov.in or <https://eproc.rajasthan.gov.in> or sppp.raj.nic.in or may be seen in the office of the E.D. (EPM), RMSCL, D-Block, Swasthya Bhawan, C-scheme, Jaipur on working days during office hours.
- Pre-bid meeting will be held as per above schedule, in the conference hall of Rajasthan Medical Services Corporation, D-Block, Swasthya Bhawan, Jaipur, to clarify and/ or reply the queries on any issues related to this bid. Written Representations from the prospective bidders regarding suggestions/clarifications in respect of the provisions of the bidding documents shall only be accepted up to the date of pre-bid meeting, thereafter representations may not be accepted. After pre-bid meeting, necessary changes (amendment/corrigendum/clarifications/addendum/ Modifications etc.) in bidding documents, if considered appropriate & necessary, will be made and notified as per rules.
- Following pre-bid meeting, if any amendment/corrigendum/clarifications/addendum/modification is carried out or clarification is issued with regard to technical specifications/ bid terms & conditions or any other necessary information if needed to be publicized by the procuring entity the same will be uploaded on the Corporation website www.rmssc.health.rajasthan.gov.in, sppp.raj.nic.in and <https://eproc.rajasthan.gov.in> and will not be published in any news papers. It will not be intimated to individual bidders. In case, any inconvenience is felt, or further clarification is required please contact over telephone number i.e. 0141-2223887 or queries may be e-mailed to "edepmrmsc-rj@nic.in."
- The Bidders are advised to submit bid online, once the clarifications/modifications/amendments/corrigendum etc. in reference to pre-bid meeting or on suo motu, basis, has been issued by the corporation. The bid shall only be submitted through e-procurement portal <https://eproc.rajasthan.gov.in> of Govt. of Rajasthan.
- Bidding Document fee, RISL Processing fee, Bid security/Bid security declaration etc. received after specified time and date will be considered as late bids and such bids shall be liable for rejection (Clause 14 of BDS).

9. The clarifications/modifications/amendments/corrigendum etc. issued in this bid, by the corporation, shall be integral part of the bidding documents and the same should be duly signed by the bidder and be submitted online along with Bidding Documents.
10. Purchase preference as per extant rules and guidelines in this regard shall be considered in evaluation of the bid and award of contract.
11. The Bidding Document fee of Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00, and R.I.S.L. processing fee of Rs.1000.00 shall be deposited through two separate prescribed challans (formats enclosed in BF-1) and can be downloaded in any branch of the Punjab National Bank account no. 2246002100024414 anywhere in the country/or through D.D. / Banker cheque (BC). payable to RMSCL Jaipur. The bidder shall submit/upload scanned copy of all the challans in technical bid (Cover-A), Bid security declaration as applicable in bid condition or mentioned above shall be given in BF-3.

OR

The Bidding Document fee Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00 shall be submitted in the form of D.D./Banker cheque (BC) in favour of M.D., Rajasthan Medical Services Corporation Limited payable at Jaipur. The bidders are also required to deposit R.I.S.L. processing fee of Rs. 1000.00 in the form of D.D./Banker cheque in favour of M.D., RISL payable at Jaipur. Bid security declaration as applicable in bid condition or mentioned above shall be given in BF-3.

12. **The Bidding document fee, R.I.S.L. processing fee and Bid security/ Bid security declaration must be deposited physically along with technical bid submissions letter (BF-2) in the office of M.D., RMSCL Jaipur at least one hour before the opening time of technical bid or as mentioned in Clause 14 of BDS. DD/BG/BC submitted by the bidder should have been purchased from the account of the bidder, failing which bid shall not be considered.**
13. The technical bids shall be opened online as per the schedule in the presence of the bidders or their representatives, who wish to be present. In case of holiday, falling on the day of opening of technical bids, the next working day will be considered as the day of technical bid opening.
14. The RMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
15. The bidders shall have to submit online, the documents, certificates, licenses and other evidences as required in Qualification and Evaluation Criteria (QEC)[section VI of the bidding documents].
16. **It is clarified that the Affidavits, Declarations and other required in bid forms should be submitted only in the BID Forms [on the letter head/requisite amount of Non Judicial Stamp paper, as the case may be] provided in the bidding documents without any change or modification in the formats. Bids submitted by the bidder with changed or modified formats may lead to rejection of the bid.**
17. Information of award of contract shall be communicated to all participating bidders on the website <https://eproc.rajasthan.gov.in>, www.rmhc.health.rajasthan.gov.in and sppp.raj.nic.in. Please note that individual bidders will not be intimated.
18. **Any bidder who qualifies to participate in the bid as per Rule 13(4) of RTPP Rules and amendment therein issued vide Notification dated January 01, 2021 (G.S.R. 237) and order dated 15-01-2021 by Finance (G&T) Department, Govt. of Rajasthan, shall only be eligible to participate in the Bid [ITB-25].**
19. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act 2012 and Rajasthan Transparency in Public Procurement Rules 2013 and amendments therein.
20. **In case of interpretation of terms and conditions of bid document, decision of MD RMSCL shall be final.**


Executive Director (EPM)
RMSCL, Jaipur

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

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

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

CIN : U24232RJ2011SGC035067

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

No. F-80 RMSCL/EPM/M-4/NIB-561/2020-21/ 548

Dated: 6/4/2021

DISCLAIMER

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

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

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

This document is not an agreement and is not an offer or invitation by the Managing Director, Rajasthan Medical Services Corporation Limited, Jaipur, Rajasthan. (hereinafter referred to as "procuring entity") or its representatives to the prospective bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist the formulation of their proposal/offer. The information contained in this bid document is selective and is subject to updating, expansion, revision, corrigendum and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to raise/ point out any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, Quality 7 Standards, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.

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

The procuring entity, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or NIB No. – 561

deemed to form part of this bid document or arising in any way for participation in this bidding process.

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

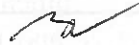
The procuring entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

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

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

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

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


Executive Director (EPM)
RMSCL, Jaipur

Rajasthan Medical Services Corporation Limited (RMSCL)**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: www.rmhc.health.rajasthan.gov.in

No. F-8() RMSC/EPM/M-4/NIB-561/2020-21/ 548

Dated: 6/4/2021

SECTION-I: INSTRUCTION TO BIDDERS (ITB)

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

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

Clause No.	Subject	Description
1	Scope of Bid	Procuring Entity, issues this Bidding Document for the procurement of the Goods and Related Services on Rate Contract basis for a period as mentioned in NIB, BDS.
2	Eligible Bidders	A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents/BDS any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association: - (i) all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and (ii) a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement. (iii) A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association [where permitted], the nationality of the Bidder and all parties constituting the Bidder shall be of India or a country not declared ineligible by Government of India. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country. (iv) A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document. (v) A Bidder debarred under section 46 of the Act shall not be eligible

		to participate in any procurement process undertaken by - (a) Any Procuring Entity, if debarred by the State Government; and (b) A Procuring Entity if debarred by such procuring Entity. (vi) The Bidder must be <i>Manufacturer/Producer/Importer of LMO</i> and if required he shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorization by the manufacturer or country distributor in India, shall be enclosed. (vii) Any change in the constitution of the firm, etc., shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relive any former member of the firm, etc., from any liability under the Contract. (viii) No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract. (ix) The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. New major stake holder must agree to abide by all terms and conditions of the Contract. (x) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request. (xi) In case a prequalification, empanelment or registration process has been conducted prior to the Bidding process, this Bidding will be open only to the pre-qualified, empanelled or registered Bidders. (xii) Each Bidder shall submit only one Bid except in case of alternative bids, if permitted. (xiii) No Bidder who is not registered under the GST prevalent in the State where his business is located shall bid. The GST Registration Number must be quoted.
3	Eligible Goods and Related Services	(i) All Goods and Related Services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India. (ii) For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "Related Services" includes services such as insurance, installation, transportation, testing, commissioning, Erecting, training, and mandated operation and maintenance etc. as applicable. (iii) The term "country of origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components. (iv) The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin. (v) If so required in the Bid Data Sheet (BDS), a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section III [Bidding Forms] to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India.
4	Sections of the	(i) The Bidding Document consists of the Sections indicated below and

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

		issue related to this procurement that may be raised at that stage. (iii) The Bidder is requested, to submit queries as per clause 6 of NIB. (iv) Minutes of the Pre-Bid Meeting, including the text of the questions raised, and the responses given, without identifying the source, will be placed on the State Public Procurement Portal/ e-procurement.rajasthan.gov.in Any Amendment/Addendum/ corrigendum/Modifications/clarifications to the Bidding Document that may become necessary as a result of the Pre-Bid Meeting shall be made by the Procuring Entity exclusively through the issue of an addendum/corrigendum (part of Bidding Document) and not through the minutes of the Pre-Bid Meeting
6	Amendment of Bidding Document	(i) Amendment/Addendum/corrigendum/Modifications/clarifications, issued by the Procuring Entity (PE), shall be part of the Bidding Document and same shall be uploaded on the website of State Public Procurement Portal and/or e-procurement.rajasthan.gov.in. (ii) At any time prior to the deadline for submission of the Bids, the Procuring Entity, suomotu, may also amend the Bidding Document. (iii) To give prospective Bidders reasonable time to take an amendment into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, by uploading it on the website of State Public Procurement Portal/and/or e- procurement.rajasthan.gov.in
7	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided that they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. If bid not accompanied by such translation, the concerned/relevant document shall not be considered and bidder shall be responsible for such failure.
8	Bid Prices and Discounts	The prices and discounts(if permitted) quoted by the Bidder in the Bid and in the Price Schedules shall conform to the requirements specified in following Sub-Clauses: (i) The price to be quoted in the Bid Submission shall be the total price of the Bid excluding any discounts offered. Discounts, if permitted, shall be shown separately. (ii) The Bidder shall quote unconditional discounts, if permitted, and the methodology for their application in the Financial Bid /BOQ. (iii) All rates quoted must be FOR destination and should include all incidental charges except GST, which should be shown separately. No cartage or transportation charges will be paid by Procuring Entity and the delivery [including loading, unloading and stocking etc.] of the Goods shall be given at the designated premises of the Procuring Entity.
9	Currencies of the Bid	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees (Rs.) unless otherwise specified in bidding documents, in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the bidding documents.

10	Documents Establishing the Eligibility of the Goods and Related Services	If required to establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 3 [Eligible Goods and Related Services], Bidders shall Submit documents in support of the country of origin.
11	Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid: (i) Standards and/ or Specifications mentioned are for workmanship, process, material specified by the Procuring Entity in the Section VIII: Technical Specifications of the Goods to be procured under the Bid, are the minimum acceptable standards and are intended to be descriptive only and not restrictive. The Bidder may offer other standards of better quality with documentary evidence provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Bidding Documents. Until and unless mentioned specifically, the L-1 bidder shall be adjudged on the basis of L-1 rates received in BOQ. The bidder shall not claim cost/price comparison on the basis of quality.
12	Documents Establishing the Qualifications of the Bidder	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Section VI [Qualification and Evaluation Criteria] of the Bidding document.
13	Evaluation of Qualification of Bidders in Technical Bids	The determination of responsiveness of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2 [Eligible Bidder], and Section VI [Qualification and Evaluation Criteria] of the Bid., Factors not included in Section VI of the bid shall not be used in the evaluation of the Bidder's qualification.
14	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of Contract without assigning any reasons thereof and there by without incurring any liability to the Bidders.
15	Procuring Entity's Right to Vary Quantities	(i) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract. (ii) Repeat order for additional quantities may be placed, the value of the additional quantities may be up to 50% of the value of goods of the original Contract at the rates and conditions given in the Contract, provided the original supply order was given after inviting open competitive bids. Delivery period of goods/services may be proportionately increased.
16	Dividing quantities among More than one Bidder at the time of award	As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or

		when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation. The ratio of dividing of quantity shall be as mentioned in BDS.
17	Period of Rate Contract	The bidding is for rate contract (RC) for a period of 24 months or for any extended period as per rules.
18	Preparation of Bid	The Bidder are advised to ensure : (i) Go through the bidding documents, terms and conditions, annexure/other bid forms (BF) carefully and meticulously. (ii) Bid form must conform to the terms & conditions of the bid documents, technical bid and financial bid (BOQ) should be in Cover-A and Cover-B respectively through e-procurement portal. (iii) It is clarified that the information required in bidding document should be submitted only in enclosed bidding form (BF-1 to BF-10) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected. (iv) It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for digital signature certificate (DSC), so that the confidentiality of bid/ rates is maintained up to bid opening & that documents are not put to any misuse. (v) It is advisable to authorize only those persons for dealing with RMSCL bid who are employed in the company on salary basis. (vi) Written Correspondence with the corporation regarding the bid, shall only be entertained, only if it is done by authorized signatory of the firm. (vii) Certificates/licenses/documents/other testimonials, which are required should be complete in all respect and in force, should be uploaded. (viii) The average gross annual turnover of the bidder shall be as per NIB for last three financial years. The turn over statement (BF-6) duly certified and signed by Chartered Accountant (CA) should be submitted along with the bid. Distributors/ suppliers/ agents/ loan licensees are not eligible to participate in the bids. (Unless specifically allowed). (ix) The bidder shall have to submit (a) PAN and (b) GST Registration Certificate. (x) Bids received after the specified time and date shall be considered late bids and shall not be opened/ downloaded. (xi) A single PDF file for the entire bid document should be zip filed and then uploaded on the website "https://eproc.rajasthan.gov.in." Bid document if not prepared as single PDF file, the website may not accept second and onward parts of the bid. (xii) The bidder should sign on every page of the bid document and attached documents with seal of firm in acceptance of the terms of the bid.

19	Complaints	(i) Complaints relating to this bid lodged with MD, RMSCL should bear signature, name, address, Id proof and mobile number of the complainant. This is important as RMSCL has received many complaints in the past on letter heads of certain companies, who, later on denied to have made the complaint upon verification. Therefore, unauthenticated complaints may not be acted upon. Attention is also invited that complains shall be dealt as per section 42 "interference with procurement process" & 43 "vexatious appeals or complaints" of RTPP Act 2012. (ii) In case any bidder is given any assurance of any advantage by anybody in RMSC or an outsider or if he is directly/ indirectly threatened or intimidated of harming the bid & subsequent work in RMSC, the same may be reported immediately to MD, RMSC or ED (EPM) RMSC. It would be better if evidence of such unfair activity of such person is produced so that action may be taken against such person/ institution.
20	Bidding Documents	Bidding documents can be downloaded from " https://eproc.rajasthan.gov.in ." The bidding documents fee Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00 and processing fee of Rs.1000.00 of R.I.S.L. shall be deposited through two separate prescribed challans (format enclosed in BF-1) in any branch of the Punjab National Bank, account no. 2246002100024414 anywhere in the country. Bid Security Declaration shall be submitted in BF-3. The bidder shall submit scanned copy of all the challans and BF-3 in technical bid through https://eproc.rajasthan.gov.in (Cover-A), or these can be submitted in the form of separate D.D./banker cheque in favour of M.D., Rajasthan Medical Services Corporation Limited , Jaipur and M.D., RISL respectively (payable at Jaipur).
21	Deposition of bid document fee, processing fee and Bid Security	The bidding documents fee, RISL processing fee and bid security shall be deposited physically in the office of M.D., RMSCL, Jaipur as per schedule given in BDS. Bidding documents form fees, RISL processing fees and bid security/ Bid security declaration should be submitted separately for each bid. Bidding documents fees and RISL processing fees are non-refundable. The fee if received/ deposited in RMSCL later than the stipulated last date/ time, the bid shall be considered as late bid and shall summarily be rejected.
22	Pre Bid Meeting	To clarify and reply the queries on any issue/matter related to this bid, a pre-bid Meeting will be held in the conference hall of Rajasthan Medical Services Corporation, D-Block, Swasthya Bhawan, Jaipur on the date and time as mentioned in BDS. Written Representations regarding clarifications sought/suggested shall only be accepted on or before the date of pre-bid meeting, thereafter representations will not be accepted. After pre-bid meeting, necessary changes in bid conditions, if considered appropriate, will be made. Necessary corrigendum/modification/clarification in the bid and specifications may be issued after pre-bid meeting, if required. Please note that bids should be submitted after pre-bid meeting incorporating the corrigendum/ modification/ clarification/addendum, if any made by the procuring entity.
23	Publication of Corrigendum, Amendment, Addendum	If any Amendment/Corrigendum/Addendum/Modifications in the bidding documents are carried out on suomotu or following pre-bid meeting, the same will be notified as per rules, uploaded on the departmental website www.rmhc.health.rajasthan.gov.in , sppp.raj.nic.in and https://eproc.rajasthan.gov.in .

		rajasthan.gov.in. In case any inconvenience is felt or some further clarification is required, please contact on telephone number 0141-2223887 or queries may be e-mailed to edepmrmsc-rj@nic.in ,at least 10 days prior to the last date of submission of bid.
24	Technical Bid opening	The technical bids shall be opened online as per BDS schedule/amended schedule, in the presence of the bidders or their representatives who wish to be present.
25	Publication of Technically Responsiveness/ L-1 Bidder	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites website www.rmssc. health. rajasthan.gov.in, sppp.raj.nic.in and https:// eproc.rajasthan.gov.in. Similarly, information regarding financial bid (L-1) shall also be provided to bidders on above websites. Individual bidders may not be informed separately.
26	Participation of Bidders	(1) Any bidder who qualifies to participate in the bid as per Rule 13(4) of RTPP Rules and amendment therein issued vide Notification dated January 01, 2021 (G.S.R. 237) and order dated 15-01-2021 by Finance Department, Govt., of Rajasthan, shall only be eligible to participate in the Bid. (2) The bidders belonging to or with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan. Explanation: For the purpose of this,- (i) "Agent" means a person employed to do any act for another, or to represent another in dealings with third persons; (ii) "Beneficial owner" means,- (a) In case of a company or Limited Liability Partnership, the "beneficial owner" is the natural person or persons who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other person; (b) "Controlling ownership interest" is the ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company; (c) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; (d) In case of a partnership firm, the "beneficial owner" is the natural person or persons who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; (e) In case of an unincorporated association or body of individuals, the "beneficial owner" is the natural person or persons, who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; (f) Where no natural person is identified under sub-clause (a), (b), (c), (d) or (e) above, the "beneficial owner" is the relevant natural person who holds the position of senior managing official; (g) In case of a trust, the identification of beneficial owner or

		owners shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership;
		(iii) "Bidder from a country which shares a land border with India" means,- (a) An entity incorporated, established or registered in such a country; (b) A subsidiary of an entity incorporated, established or registered in such a country; (c) An entity substantially controlled through entities incorporated, established or registered in such a country; (d) An entity whose beneficial owner's situated in such a country; (e) An Indian (or other) agent of such an entity; (f) A natural person who is a citizen of such a country; (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above."


Executive Director (EPM)
RMSCL, Jaipur

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

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

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

CIN : U24232RJ2011SGC035067

Website: www.rmsc.health.rajasthan.gov.in**SECTION II :-GENERAL CONDITIONS RATE CONTRACT (GCC)**

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

Clause No.	Subject	Description
1.	Definitions	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 and amendments therein. 'Rules' means the Rajasthan Transparency in Public Procurement Rules, 2013 and amendments therein. 'Completion' means the fulfillment 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 therein. "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/supply 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 rate Contract. "SCC" means the Special Conditions of rate Contract". "Goods" means all the commodities, raw material, machinery and equipment, accessories, documents, Guarantee/Warranty/ warranties and /or other materials that the supplier is required to supply to the Procuring Entity under the contract. "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, erecting, training and initial maintenance (<u>Preventive maintenance and calibration during Guarantee/Warranty period</u>), commissioning of equipment or machinery and other similar obligations of the supplier under the

		contract. "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, erecting, testing/ commissioning of the goods/ equipment or machinery or In-charge Officer of Govt. Medical Institutions consignees or any other place mentioned in the purchase order. "Service Provider" means any such service provider firm/institution, appointed/hired/contracted by RMSCL/ Govt. of Rajasthan, for the Repair & Maintenance of Bio Medical Equipment/Equipment installed in various health institution of Rajasthan. "E-Bid" means bid invited online through e-procurement system, following the procedures and processes provided on website http://eproc.rajabasthan.gov.in "BOQ" means Bill of Quantities format provided to quote rates for the online bid submission. "Amendment of Bidding Document" means Amendment/Addendum/corrigendum/Modifications/clarifications etc. Issued in relation to the Bid. "ECS" ELECTRONIC CLEARING SYSTEM "IEM" INDUSTRIAL ENTREPRENEUR MEMORANDUM "EM-II" ENTREPRENEUR MEMORANDUM-II "LMO" Liquid Medical Oxygen
2.	General terms:	Interpretation In the Contract, except where the context requires otherwise: (i) words indicating one gender include all genders; (ii) words indicating the singular also include the plural and words indicating the plural also include the singular, (iii) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing; "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; (iv) the word "tender" is synonymous with "bid" and "tendered" with "bidder" and the words "tender document" with "bidding document". The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
3.	Incoterms	In case of International Competitive Bidding : (i) The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms. (ii) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, on the date of the invitation of the bid or as specified in the bidding document.
4.	Entire Agreement	The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes complete bidding documents including Amendments/Corrigendum/Modification/

		addendum issued, schedules, appendices, annexure, Letter of approval of Rates, all correspondence related to the bid, approval of extension period etc. and all attachments listed in the agreement.
5.	Amendment in Agreement	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
6.	Non-waiver	(i) Subject to GCC Sub-Clause (ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. (ii) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
7	Severability	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
8	Code of Integrity	It is required that the Supplier observes the highest standards of ethics during the procurement process and performance of the Contract with strict compliance to the provisions of Code of Integrity specified in the Act and the Rules. In particular, the Supplier along with its Sub-Suppliers and all their personnel shall- - Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or performance of the Contract or to otherwise influence the Client/ Procuring Entity. - Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract; - Not indulge in any collusion, Bid rigging or anti- competitive behavior to impair the transparency, fairness and progress of the procurement process and performance of the Contract; - Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract; - Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract; - Not obstruct any investigation or audit of a procurement process and performance of the Contract; - Disclose conflict of interest, if any; and - 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. Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below:

		(a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (b) "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (d) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. The Procuring Entity shall take legal action against the Supplier under Section 11(3), 46 and chapter IV of the Act, if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in execution of the Contract. The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity.
9	Language	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided that they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. If bid not accompanied by such translation, the concerned/relevant document shall not be considered and bidder shall be responsible for such failure.
10	Notices	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the ITB. The term "in writing" means communicated in written form or electronic form with proof of receipt. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
11	Governing Law	The Contract shall be governed by and interpreted in accordance with the laws of the Central and the State Governments.
12	Specifications and Standards	The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
13	Copyright	The copyright in all documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials or Related Services, the copyright in such materials or related services shall remain vested in such Third party.
14	Confidential Information	(i) In addition to the requirements of the provisions of Section 49 of the Act and Rule 77 of the Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge

		to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following Completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier Under this Clause. However in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data on line by any third party. (ii) The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. (iii) The obligation of a party under GCC Sub-Clauses 14(i) and 14(ii), however, shall not apply to information that: (a) The Procuring Entity or Supplier need to share with other institutions participating in the financing of the Contract; (b) Now or hereafter enters the public domain through no fault of that party; (c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party or otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. (iv) The above provisions of GCC Clause 14 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. The provisions of GCC Clause 14 shall survive completion or termination, for whatever reason, of the Contract.
15	Change in Laws and Regulations	(i) After the dead line of for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government(which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price(including Taxes) shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. (ii) If any goods quoted in the bid does not attract GST at the time of bidding and GST is levied by the union government subsequently, the bidder shall be entitled to such GST paid on production of invoices drawn as per Rules.
16	Force Majeure	(i) The Supplier shall not be liable for forfeiture of its

		Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
		(ii) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc. (iii) If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.
17	Change in Orders and Contract Amendments	(1) The Procuring Entity and/ or the authorized officer in-charge may at any time order the Supplier through Notice in accordance changes, within the general scope of the Contract in any one or more of the following: (a) The method of shipment and/ or packing; (b) The place of delivery; and (2) Additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
18	Delivery	Subject to GCC Clause 17, the Delivery of LMO shall be made at consignee's place [refer clause 2.1.4 of SECTION IV A : SCHEDULE OF SUPPLY].
19	Supplier's Responsibilities	The Supplier shall supply all the Goods and Related Services in accordance with GCC Clause 17 and the Delivery and Completion Schedule, as per GCC Clause 18.
20	Procuring Entity's Responsibilities	Whenever the supply of Goods or Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so requested by the Supplier, will make its best effort to support the Supplier in complying with such requirements in a timely and expeditious manner.
21	Contract Price	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions There from, as may be made pursuant to the Contract. Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices approved by the procuring entity. Price Adjustment except GCC 15, shall not be applicable during the Rate contract tenure.

22	Limitation of Liability	Except in cases of gross negligence or willful misconduct: Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and the aggregate liability of the Supplier to the Procuring Entity under the Contract shall not exceed the amount specified in the SCC, which shall not be less than the amount of the Contract Price and more than double of it, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.
23	Termination for Default	- The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part: - If the Supplier fails to deliver any or all of the Goods and/ or Related Services within the period specified in the Contract, or failed to make available any alternate option or - If the Supplier fails to perform any other obligation under the Contract. - If the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and GCC Clause 8 [Code of Integrity], in competing for or in executing the Contract. - In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 23(1)(i), the Procuring Entity may procure, upon such terms and such manner as it deems appropriate, the Goods and/ or the Related Services similar in such manner as it deems appropriate, the Goods and/ or the Related to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.
24	Termination for Insolvency	- The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity. - The Goods which have been shipped or dispatched at the time of Supplier's receipt of the Notice of termination may be accepted by the Procuring Entity at the Contract terms and prices.
25	Termination for Convenience	The Procuring Entity, by Notice sent to the supplier may terminate the contract in whole or in part, at any time for its convenience. The Notice of the termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
26	Price Fall Clause	The prices under rate contract shall be subject to price fall clause. The prices charged for the store supplies under the contract by successful bidder shall in no event exceed the lowest price at which

		the successful bidder sells the stores of identical description to any other persons during the period of the contract in the state of Rajasthan. If any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to M.D., RMSCL, Jaipur and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the rate contract holder quotes/ reduces its price to render similar goods at a price lower than the rate contract price to anyone in the State at any time during the currency of rate agreement/ contract including extension period, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under rate contract and the rate contract shall be amended accordingly. (ii) The firms holding parallel rate contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days time to M.D./ED(EPM), RMSCL. Similarly, if parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduce price, further transaction with it, shall not be conducted. (iii) If the prices of goods/goods under rate contract, falls in open market/reduced or enhanced by Govt. of India and procuring entity is of the opinion that rate has to be revised in the interest of the Government, he shall constitute a committee to review the prices. On the recommendations of committee, rates of the goods under rate contract shall be revised with the mutual agreement with rate contract for the procuring entity holder firm/firms
27	Submission of Bid	(i) E-bid shall be submitted as per schedule given in BDS, to M.D., Rajasthan Medical Services Corporation Limited, Rajasthan, Jaipur for the supply through rate contract. At any time prior to the date of submission of bid, Bid Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority may at his discretion, extend the date and time for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the Bid Inviting Authority. (ii) Interested applicants will have to use digital signature as per the instructions of DoIT department for the bid. (iii) Bidders are advised that the information related to e-bidding process can be obtained from the bidder manual available on e-procurement portal. (iv) Regular training programs are organized by Department of Information Technology & Communication, Government of Rajasthan for training related to the e-procurement process. Interested bidders may register in e-procurement Cell, DoIT&C to participate in the training program whose communication details

		are- Contact no: 0141-4022688 (help desk 10 am to 6pm on all working days) e-mail: eproc@rajsathan.gov.in; address: e-Procurement Cell, RISL, Yojana Bhawan, Tilakmarg, C-Scheme, Jaipur.
28	Procuring Entity	Bid shall be submitted to M.D., Rajasthan Medical Services Corporation, Rajasthan, Jaipur (the Procuring Entity) through https://eproc.rajsathan.gov.in .
29	Submission of Financial Bid	Financial Bid duly filled in (BF-4/BOQ) giving the rates for quoted goods should be submitted through the portal " https://eproc.rajsathan.gov.in (Format (BOQ))". The rate should not be disclosed in the technical bid.
30	Signing & Change in Constitution of the firm	(i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the Goods of Association of the bidder company. (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.
31	Bid Security	As per Notification GSR 230 dated 18 December 2020 of Finance Department, Govt. of Rajasthan, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 to 31.12.2021, Bid security declaration in lieu of bid security shall be taken and the same has to be submitted in BF-3 (on Rs 50/- Non-Judicial Stamp Paper Duly Notarized).
32	Forfeiture of bid security	The bid security will be forfeited if: (i) The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid, (ii) The bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority (on the request of the bidder), (iii) The bidder does not deposit the 'performance security' after the supply order is placed/requested for signing the agreement, (iv) The bidder fails to commence the supply of the goods as per supply order within the time prescribed, (v) The bidder fails to submit samples/demonstration of quoted goods on demand, (vi) The bidder violates any of the terms & conditions of the bid document.
33	Applicability of	The invoice should show the SGST/CGST/IGST separately for the

	taxes	purchase of goods i.e. medical equipment, instruments & ambulances etc. procured by RMSCL. The industries situated in GST Free zone will produce the copy of appropriate notification.
34	Performance Security (PS) and agreement	i. The successful bidder shall submit the original copy of bidding document duly signed on each page (<i>As has been uploaded on e-procurement portal</i>) at the time of agreement. ii. The period of rate contract shall be 24 months from the 1st day of next month of agreement signing month. The M.D., RMSC Ltd., can extend the original rate contract, subject to original terms and conditions for a period deemed fit by him up to three months or up to the extended period due to repeat order, for which the bidder shall abide. iii. Successful bidders, whose offers are accepted, will have to deposit performance security @2.5 % of the value of the indicative quantity (including GST) in the bid for each goods in favor of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement. The Performance Security shall be deposited in the form of DD/Banker cheque/ B.G. However, the Bank Guarantee shall be for a validity period of 6 months, beyond the Guarantee period sought for the goods. iv. The Performance Security (P.S.) shall be 2.5% 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. v. The firm may submit Bank Guarantee issued by any scheduled bank. The minimum validity of bank Guarantee should be 6 months after completion of Guarantee period for the goods. vi. The bid security of successful bidder may be adjusted toward Performance Security. The bidders shall submit scanned copy of the challan/DD/Banker cheque in Technical Bid (Cover-A). vii. The performance security shall be refunded after six months after satisfactory completion of rate contract and after satisfying that there are no dues outstanding against the bidder, subject to Comprehensive Maintenance Agreement provisions. viii. 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 bid security or 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 rate contract 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:-

		(a) Attested copy of Partnership Deed, in case of Partnership Firms; (b) Registration Number and year of registration, in case partnership firm is registered with Registrar of Firms; xiii. Address of residence and office, telephone numbers, in case of Sole Proprietorship with (a) Registration issued by Registrar of Companies, in case of Company, (b) Comprehensive maintenance agreement, if applicable. (xiv) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of performance security shall be liable to forfeiture by M.D. RMSC Ltd., Jaipur and decision of M.D. RMSC Ltd., Jaipur shall be final. (xv) Public Sector Undertakings are not required to furnish amount of Security Deposit. (xvi) The rate contract can be repudiated at any time by the M.D., RMSC Ltd., if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, M.D., RMSC may terminate the agreement of rate contract at any time without notice/intimation to the successful bidder.
35	Supply Orders/ Purchase order(PO)	(i) Supply order/Purchase Order (PO) will be placed through registered post/ e-mail/ any communication medium by the corporation. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a period of 07 days or as specified in the supply order. (ii) The successful bidder shall acknowledge receipt of orders within 03 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the goods on risk & cost purchase provision. (iii) Supplies of LMO shall be at various Medical Institutions of Govt. of Rajasthan, situated at district level. (iv) To ensure sustained supply without any interruption, M.D., RMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders. In such a case, the requirement may be met by dividing the quantity among the R/C holders considering the quantity required and dedicated capacity of the successful bidders (BF-5). (v) The ready stock position of the goods, 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 goods from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained. (vii) The required to be procured are mentioned in NIB however, the figures indicated do not constitute any commitment on the part of

		corporation to purchase any of the goods and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved goods being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.
36	Submission of contract completion report	(i) A consolidated statement (BF-10) 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-10) in duplicate at the end of rate contract well as after expiry of equipment/instrument Guarantee/Warranty period (as provided in Guarantee/Warranty clause of the contract) to enable the Corporation to examine the case for refund of performance security. (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/Warranty period. It shall be the responsibility of the consignee to get the complaint of defective equipment or defective performance registered immediately with the office of ED (EPM), RMSCL/MD, RMSCL also.
37	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 complete quantity as per order, from the consignee along with the bill. (ii) In case of delayed supplies, deduction of L.D. or/and penalty as per provisions shall be made from payments. (iii) 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. (iv) No advance payments towards cost of goods will be made to the bidder. (v) All bills/invoices should be raised in triplicate and as per the applicable rules in the name of the authority concerned. (vi) If at any time during the period of contract, the price of LMO 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. (vii) 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 separate goods without any change in the basic price structure of the goods approved under the bid. For claiming the additional cost on account of the increase in GST, the bidder should produce a letter from the concerned authorities for having paid additional tax on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of GST of goods, as notified by

		the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of tax will be deducted without any change in the basic price structure of the goods approved under the bidder. (viii) 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. (ix) 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.
38	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 order to avoid emergency situation, Minimum 40% of stock level of the capacity of installed tanks [pl. refer clause 2.1.4 of Section IV A : SCHEDULE OF SUPPLY shall be maintained by the supplier and for the same, the supplier should install suitable monitoring & alarming devices. (iii) If the supplier fails to maintain Minimum 40% of stock level of the capacity of installed tanks, the purchasing officer shall be entitled to procure LMO and/ or Oxygen Cylinders to avoid and/ or to meet out any emergency as it deems fit. Double of the Expenditure incurred on such arrangements, shall be deducted/recovered from the bills of the supplier. (iv) 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.
39	Recoveries	(i) Recoveries of Penalties, short supplies, rejected goods shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the corporation. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force. (ii) Any recovery on account of Penalties/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the corporation can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with corporation against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with corporation but decision of M.D., RMSC Ltd., Jaipur regarding authenticity of sum payable shall be final.
40	Inspection	The goods under procurement shall be according to Technical specifications mentioned in Section: VIII of bidding documents. The inspection and testing of the goods may be done by any Inspecting Agency/ Committee of experts at the site of the manufacturer or at site of installation. The supplier shall provide all facilities for inspection/testing free of cost.
41	Transportation & insurance	The LMO 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.
42	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.
43	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 goods and the extra cost incurred shall be recovered from the supplier. (iv) Repeat orders as per Rule 73(2) of the RTPP Rules 2013 may be placed and the supplier shall be bound to execute the order.
44	Dividing quantities among more than one bidder	As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted as described in rule 29(f) and 74 of RTPP rules, 2013.
45	Parallel rate contract (PRC)	If permitted in the bid, PRC shall be as per Rule 29(f) of RTPP rules, 2013.
46	Validity of Bid	Bids shall be valid for a period of 120 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse

		the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid security shall not be forfeited.
47	Price escalation/Variation	Price Escalation or Price Variation shall only be considered if Govt. of India revises the rates of LMO. However, the provisions provided for tax variations are exclusive to this clause.
48	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. [\
49	Grievance Redressal during procurement process	(i) The designation and address of the First Appellate Authority is MD, NHM, Department of Medical & Health, D-Block, Swasthya Bhawan, or as decided by the Govt. of Rajasthan. (ii) The designation and address of the Second Appellate Authority is ACS/ Principal Secretary/Secretary, Medical, Health & Family Welfare Dept., Govt. of Rajasthan, Secretariat, Jaipur or as decided by the Govt. of Rajasthan. (iii) Filing an appeal If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the act or the rules 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.
50	Compliance with the code of integrity and conflict of Interest	(1) 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 (2) 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 hired) by the Procuring Entity as engineer-in charge/ consultant for the contract.
51	Dispute settlement mechanism	If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the M.D, Corporation who will appoint his senior most deputy [ED,(P)] as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (Corporation or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.
52	Past performance of the Bidder	The bidder should submit self attested copies of purchase orders, invoices, satisfactorily supply reports (indicating the quantity) in verification of information submitted in BF-7. The merger/amalgamation/transfer of business/transfer of assets etc. of a firm affects the bid condition relating to 'Past Performance' and 'Turn Over ' in preceding years. In cases where bidder acquires an ongoing business or assets of another entity, eligibility in respect of the past

		performance and condition relating to minimum turn over in preceding years shall be decided based on specific mention in purchase and transfer of ownership agreement/agreement of sale of business and/or its assets/B.O.D. resolution/C.A. certification or any other document (s) in this regard, which the bidder shall have to submit preferably with the bid. The eligibility of a bidder in this regard shall be ascertained by the purchase committee on the basis of the above stated agreement or any other document (s) and the decision of purchase committee shall be final.
53	Clarification of Technical or Financial Bids	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing. (i) Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered. (ii) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids. (iii) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
54	Deviations, Reservations and Omissions in Technical or Financial Bids	During the evaluation of Technical or Financial Bids, the following definitions shall apply: (i) "Deviation" is a departure from the requirements specified in the Bidding Document; (ii) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (iii) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
55	Nonmaterial Nonconformities in Technical or Financial Bids	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission. (i) Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
56	Communication	All correspondence in this connection should be addressed to the M.D, RMSCL/ E.D. (EPM), RMSCL, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan. Technical questions should be referred to the M.D., RMSCL, Jaipur directly by correspondence or by personal contact.
57	Other	(i) Direct or indirect canvassing on the part of bidders or their

	Disqualifications	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.
58	Anonymous Complaint	Any complaints received against the Corporation/officials of the corporation will be treated as anonymous complaint and shall not be considered until and unless it is made on bidder's letter head containing specific points and bears the signature of the bidder or the authority higher than the bid signatory of the firm.
59	False Information	(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/as per provisions of Act & Rules, 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 goods/goods for certain or uncertain period.
60	Procuring Entity's Right	The Corporation reserves the right to accept any bid not necessarily the lowest. Corporation may reject any bid without assigning any reasons and accept bid for all or anyone or more of the goods for which bidder has been given or distribute goods of stores to more than one firm/supplier.
61	Conditional Bid	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
62	Signing of Bid	The bidder must sign all the pages of bid document at the below of terms & conditions agreeing to abide by all conditions of the bid and accept them in totality. The Signing of BF-2 shall be treated as acceptance all the terms and conditions of the bid document.
63	Jurisdiction	All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in Jaipur only.

Executive Director (EPM)
RMSCL, Jaipur



Rajasthan Medical Services Corporation Limited (RMSCL)

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

SECTION III: Bidding Forms

Table of Contents

S. No.	Details of Bidding Form (BF)	Pages
1.	Bank Challan Form (BF-1)	
2.	Technical bid submission Letter (BF-2)	
3.	Bid Security Declaration(BF-3)	
4.	Sample of Financial bid format (BOQ) (BF-4)	
5.	Production capacity declaration and undertaking (BF-5)	
6.	Annual turnover statement (BF-6)	
7.	Statement of past supplies and performance (BF-7)	
8.	Declaration by manufacturer (BF-8)	
9.	Authorization of a person to submit bid by the firm(BF-9)	
10.	Contract completion Report (BF-10)	
11.	Memorandum of Appeal under RTPPA, 2012 (Annexure-A)	

(To be submitted on letter head of the bidder)
Technical Bid Submission Letter (Cover A)

NIB No.

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

I/We, the undersigned, declare that:

- (1) I/We have read/examined and have no reservations to the bidding document of NIB no.....and all the corrigendum/amendment/modification/addendum etc issued in reference to the above mentioned NIB.
- (2) I/We as a bidder do not disqualify to participate in the bid as per Rule 13(4) of RTPP Rules and amendment therein issued vide Notification dated January 01, 2021 (G.S.R. 237) and order dated 15-01-2021 by Finance Department, Govt. of Rajasthan [ITB-25].
- (3) I/We offer to supply LMO in conformity with the specifications, provisions of bidding document and in accordance with the delivery schedule specified in Section IV A, Schedule of Supply.
- (4) My/our bid shall be valid for a period of 120 days from the date of technical bid opening in accordance with the bidding document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, bid validity may also be extended with mutual consent;
- (5) If my/ our bid is accepted, we commit to submit a performance security in the amount of 5/% or 2.5% (as applicable) of the contract price arrived at as per indicative quantity mentioned in bidding document. If the ordered quantity is subsequently increased, I/ We agree to pay additional performance security accordingly.
- (6) My/our firm, including any subcontractors (if allowed in bid) for any part of the contract, have nationalities from the eligible countries [clause 2(iii) of ITB].
- (7) I/We are not participating, as bidders, in more than one bid in this bidding process, in the bid document;
- (8) My/our firm, its affiliates or subsidiaries, including any subcontractors has not been debarred by the State Government or the Procuring Entity;
- (9) I/We understand that this bid, together with written acceptance thereof included in notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed [Rule 70(8) of RTPP Rules].
- (10) I/We understand that RMSCL is not bound to accept the lowest evaluated bid or any other bid that it may receive;
- (11) I/We agree to permit the M.D., RMSCL or his representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the M.D., RMSCL.
- (12) I/We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in

Public Procurement Rules, 2013 and this bid document in this procurement process and in execution of the contract.

- (13) The prices for supply of LMO has been uploaded in online BOQ provided on website <https://eproc.rajasthan.gov.in> and the same has not been disclosed elsewhere in the bid. The uploaded financial bid has been checked, confirmed and found as per bid instructions. If it is found that I/We have disclosed the rates of the supply of LMO, other than BOQ, my/our bid may be cancelled.
- (14) The copy of challan or /DD/banker cheque as per clause 07 to 10 of BDS with respect to bid security, bid document fee and RISL processing fee are enclosed as detailed below:

S. No.	Detail of Fee	Name of Bank	DD/ BC/ Challan (or BG in case of Bid Security only) Number and date	Amount	Payable to
1	RISL processing Fee				MD, RISL, Jaipur
2	Cost of Bid Document				MD, RMSCL, Jaipur
3	Bid Security	BF-3			Page No---

- (15) **All the documents required to meet Financial Criteria (Part-A) and Documents and/ or Standard required to meet Technical Criteria (Part-B) of Qualification and Evaluation Criteria (QEC) [Section VI of bidding document], duly signed with seal have been uploaded on e-procurement portal along with this technical bid submission Letter.**
- (16) I/we understand that our bid is liable to be declared non responsive in case of any deficiency in fulfillment of above requirements on our part.
- (17) Our bank details are as under:
- Name of bank & branch.....
 - Bank a/c type: Savings/ current/ over draft/.....
 - Bank a/c number.....
 - Bank branch MICR Code.....
 - IFSC code.....
 - PAN
 - GST No.....
 - Contact person's name& Mobile Number

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

- (18) I/We represented by its proprietor/managing partner/managing director having its registered office at and its factory premises at do declare that I/we have carefully read all the conditions of **bid no.** including all the amendments in..... ref.for supply cum rate contract of..... (goods name)for Rajasthan Medical Services Corporation Ltd. for the rate contract period and accept all conditions of bid including amendments, if any. I/We agree that the M.D. RMSCL, Jaipur may forfeit bid security and or performance security and debar me/us for a period specifying in orders, if any information/document furnished by me is proved to be false/fabricated at the time of inspection and not complying with the terms and

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

Name/address.....

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

Signed.....

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

Date.....

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

Form of Bid-Security Declaration

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

Bid No./Alternative Bid No. :

To:

Managing Director

Rajasthan Medical Services Corporation Limited

D-Block, Swasthya Bhawan, TilakMarg

C-Scheme, Jaipur (Rajasthan) Pin. 302005

I/We, the undersigned, declare that:

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

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

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

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

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

Signed. -----

Name: -----

In the capacity of: -----

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

Dated on day of

Corporate Seal -----

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

For reference purpose only

Financial bid (BOQ) for LMO

S. N.	Location/Name of Medical Institution	Capacity of Installed Tank in KL	Monthly Anticipated Required Quantity (in Kg)	Basic Price of LMO per Kg (in Rs.)	Transportation Charges per Kg (in Rs.)	Total F.O.R. Cost per Kg (in Rs.)	Total Monthly Cost (in Rs.)	Rate of CGST (%)	Rate of SGST (%)	Rate of IGST (%)
1	2	3	4	5	6	7=(5+6)	8=(7x4)	9	10	11
1	RUHS Hospital Jaipur	20 KL	130000							
2	PBM Hospital Bikaner	20 KL	80000							
3	MG Hospital Jodhpur	10 KL	70000							
4	MDM Hospital Jodhpur	20 KL	80000							
5	MB Hospital Udaipur	20 KL	125000							
6	New Medical Hospital Kota	20 KL	125000							
7	SMS, Hospital Jaipur	20 KL	250000							
8	JLN Hospital Ajmer	20 KL	120000							
9	SRG Hospital Jhalawar	20 KL	60000							
Grand Total			1040000							

Signature

Date

Name in capitals
Company /Firm
seal

Note: -

1. The Bidder should quote the rates (as per units mentioned in the bid/ BoQ) in the BOQ provided online; any deviation in quoting rates may lead to rejection of the bid.
2. Rates of SGST, CGST & IGST in %, should be shown separately for further reference.
3. No quantity or cash discounts should be offered.
4. The L-1 bidder will be decided on the basis of lowest rates received in Grand Total of Column No-8 quoted in online BoQ.

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

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

S. No.	Quoted goods	Daily Manufacturing/ Production/Importing Capacity (in Tons.)	Daily Supply Commitment to RMSC (in Tons.)
1	2	3	4
1	Supply of LMO		

- (2) I/We do hereby undertake that I/We shall provide further details/documents to establish the production capacity, if required by the RMSCL.
- (3) I/We certify that the rates LMO are reasonable and not sold anywhere on rates lower than rates quoted to RMSCL/ approved by RMSCL. I/We agree that this clause and/ or price fall clause shall also be applicable during the currency of the contract.
- (4) I/We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any State Govt. or any procuring Entity, from participation in bidding.

OR

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

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

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

Place :
Date :

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

(On CA's Letter head)

Annual Turn Over Statement

[Ref. Section-VI-QEC]

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

S. No.	Financial Year	Turnover in Lakhs (Rs)
1.	2017-18	-
2.	2018-19	-
3.	2019-20	-
Total		Rs. _____
Lakhs		
Average gross annual turnover		Rs. _____
Lakhs		

Note:- Turn over for the year 2016-17 may also be considered, if the accounts are unaudited for the FY 2019-20. Registration no. of C.A. shall be mentioned.

Date

Signature of the bidder

Signature of auditor/seal
Chartered

Accountant

(Name & Address.)

Tel. No.

Mob. No.

(On firm's letter head)

Statement of past supplies and performance

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

Details of Purchasers	Order No. and date	Quantity of ordered goods
Total		

Note:

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.
2. Bidder should have supplied, at least 10% of the indicative quantity of the goods under procurement in last 36 months.

Place :
seal

Signature of bidder with

Date :

Declaration by Manufacturer
(To be submitted on letter head of firm)

Date: _____

NIB No.

I/We a legally constituted firm/body..... (Name of firm/company with address)..... and represented by Mr..... (Name of bidder/sole proprietor /CMD/chairman)..... declare that I am/ we are **Manufacturers/Producer** of LMO.

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

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

Signed.....

Name.....

In the capacity of.....

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

.....

Tel:

Fax:

E-mail:

Date:

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

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

Subject: Regarding authorization of bidder by the Firm.

Ref.: Your NIB no.

Dear Sir,

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

My/Our Firm enterprise M/s(Name of the Firm).....is participating as
a bidder in the NIB No..... Dated....., issued by RMSCL for the supply of
LMO

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

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

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

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

Yours faithfully,

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

For M/s.....

AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized person Mr.....

(Signature, Name & Address).....

(On firm's letter head)

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

Subject: - Regarding submission of consolidated contract completion report

NAME OF FIRM: _____

RATE CONTRACT No & DATE _____

NAME OF GOODS _____

S. 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. (Rs.)		Actual date of receipt	Quantity (in unit)	Quantity (in unit)	Reasons	Sanction no. & date	Net amount	Taxes	penalty	Withheld amount, if any	Income tax @ 2 % deduction	Amt. paid to Firm	RMS Charges @ 5%	GST as applicable	Total sanctioned 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-10 and submit to ED, EPM.
2. The information filled in by firm shall be correct, complete.
3. Attach separate sheets as annexure, whenever necessary.
4. I/We confirm that the details mentioned above are factual and record based, if the same found false/fake, I/We shall own the responsibility and action as per rules against the firm may be taken.

ANNEXURE-A

Memorandum of Appeal under RTPP Act, 2012

[See rule 83 of RTPP and GCC No.-65]

Appeal No..... of.....

Before the..... (First/second appellate authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent (S):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/ authority that passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the act by which the appellant is aggrieved:

4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer

Place

Date

Appellant's signature

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

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

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

CIN : U24232RJ2011SGC035067

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

S. No.	Description	Pages
1.	Letter of Acceptance (CF-I)	52
2.	Agreement Form (CF-II)	53-56
3.	Schedule of Rates (CF-III)	57
4.	Bank Guarantee Format for Bid Security/Performance Security (CF-IV)	58-59

CF-I

LETTER OF ACCEPTANCE (LOA)

M/s

Sub :-Acceptance of the bid rates for the Supply of LMO

Ref :- Your bid no. dated

1. Goods as per schedule enclosed/ noted/is/are approved in your favor against the rate (s) quoted by you in the above mentioned bid. According to clause No. 18 of the terms & conditions of the bid it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs. and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved goods and indicative quantity mentioned in the bid from works out to Rs. (Rupees. Only)
2. The performance security shall be furnished to Managing Director, Rajasthan Medical Services Corporation Ltd., Jaipur, Cash deposited in the name of Rajasthan Medical Services Corporation Bank Account No. 2246002100024414, Punjab National Bank, Branch Jawahar Nagar, Jaipur having IFS Code PUNB0224600 and submit original copy of deposit slip, or Bank Drafts/Bankers cheque of a scheduled bank, or Bank Guarantee (B.G.).
3. All terms and conditions of the Bid document shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved goods (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.
4. The list of approved goods may be checked and in case there is any difference between your offer and the approved rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.
5. The Firm shall furnish consolidated statement of supplies made BF-10 to ED (EPM) RMSC as per terms of conditions.
6. Please note that self attested/notarized copies of documents shall be considered valid. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.
7. Also please arrange to furnish the following documents required under the terms & conditions of the bid failing which the agreement will not be executed and the failure would lie at your part:-
 - (i) The original copy of bid document signed on each page, which has been uploaded on e-procurement portal.
8. You are therefore; requested to please complete the above formalities within 15 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you for reference.

Encl. 1. Agreement form

2. Schedule of Rates

3. CMC format, *if applicable*

4. Any other

Executive Director (EPM)

RMSCL, Jaipur

NIB No. – 561

52

(Non – Judicial Stamp Paper of Rs.)

AGREEMENT

1. This deed of agreement is made on this day of2021 for the rate contract for a period of two years for supply of goods as per NIB No..... between M/s ----- represented by Shri Proprietor/Managing Director/Managing Partners having its registered office atand its factory premises at..... (hereinafter called “the approved supplier”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the Rajasthan Medical Services Corporation Ltd.(RMSCL), represented by its Managing Director or Executive Director (EPM) having its office at D-Block Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as “The Procuring Entity” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
2. Whereas the supplier has agreed with the Procuring Entity, the goods (LMO) with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the RMSC of the State of Rajasthan at its head office as well as at consignee Hospitals throughout Rajasthan, in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **column No. ---** (Approved Rate-----) of the said attached schedule.
3. And whereas the approved supplier has deposited with the Procuring Entity a sum of **Rs.----- (In words Rs.-----only)** as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,
 - (i) The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of LMO for Rajasthan Medical Services Corporation Ltd for the contract period, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (ii) (a) The agreement if for the supply by the Supplier to the Procuring Entity of LMO on the terms and conditions set forth in the Agreement.
 (b) The Agreement shall be deemed to have come into force with effect from the dateand it shall remain in force for a period of 24 months or as for extended period.
 (c) The indicative quantity noted in the NIB attached hereto indicates only the probable total requirements of the Procuring Entity in respect of LMO for the placement of supply orders. This quantity may increase or decrease at the discretion of the Procuring Entity. The supplier shall supplies for the goods and related services on the basis of the supply orders placed to supplier from time to time by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of Rajasthan. As mentioned in bid document.
4. Now these Presents witness:

- (i) In Consideration of the payment to be made by the RMSC or consignee offices at the rates set forth in the schedule hereto a appended the approved supplier will duly supply the said goods set forth in Schedule of Rates and supply order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - (ii) The conditions of the bid and contract for open bid enclosed to the bid notice No..... Dated :..... & corrigendum no..... Dated : and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - (iii) Letters received from Bidder and letters issued by RMSC in the regard of this bid and also as appended to this agreement shall also form part of this agreement.
 - (iv) (a) RMSC do hereby agree that if the approved supplier shall duly supply the said goods in the manner aforesaid observe and keep the said terms and conditions, RMSC will through Demand Draft/RTGS Transfer or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
 - (b) The mode of payment will be as specified in terms & conditions of the bid i.e. through RTGS/ banker's cheque/ Demand Draft etc.
5. The delivery shall be effected and will be maintained as mentioned in the bid:
- (i) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful Bidder shall arrange supplies Within the period on receipt of order from the procuring entity.
 - (ii) In order to avoid emergency situation, Minimum 40% of stock level of the capacity of installed tanks [pl. refer clause 2.1.4 of Section IV A : SCHEDULE OF SUPPLY shall be maintained by the supplier and for the same, the supplier should install suitable monitoring & alarming devices.
 - (iii) If the supplier fails to maintain Minimum 40% of stock level of the capacity of installed tanks, the purchasing officer shall be entitled to procure LMO and/ or Oxygen Cylinders to avoid and/ or to meet out any emergency as it deems fit. Double of the Expenditure incurred on such arrangements, shall be deducted/recovered from the bills of the supplier.
6. Termination of contract on breach of condition:-
- (i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.
 - (b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be

lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

(c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.

- (ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.
- (iii) Notice etc. in writing: All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.
- (iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of "custom" or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.
- (v) Bankruptcy of the supplier:- In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.
- (vi) Serving of notice on supplier:- All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

Dispute settlement:-

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

And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other

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

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

7. If the rates of the approved goods are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify RMSCL and reduce the rates in the same proportion.
8. The Firm shall furnish consolidated statement of supplies made, in BF-10 to ED (EPM),RMSC by the 10th of next month as per terms & conditions of the bid.
9. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.

10. **Jurisdiction:**

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

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

**Signature of the approved
Supplier with Seal**

**Executive Director (EPM)
For and on behalf of RMSCL, Jaipur**

Witness-1

Witness-1

Witness-2

Witness-2

M/s

[illegible]

Signature of Approved Supplier with Seal

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

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

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

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

agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier(s) or for any forbearance act or omission on the part of the RMSCL or any indulgence by the RMSCL to the said Supplied (s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (Indicate the name of Bank), under this Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
7. We (Indicate the name of Bank), lastly undertake not to revoke this Guarantee except with the previous consent of the RMSCL in writing.
8. This Bank Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RMSCL. Notwithstanding anything mentioned above. Our liability against this Guarantee is restricted to Rs.....(Rupees only).
9. It shall not be necessary for the RMSCL to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RMSC may have obtained or obtain from the Supplier
10. The Bank shall be payable at the Jaipur. If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expiry on the close of the next working day.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted Rs...../- (Rupees) and our Guarantee shall remain in force up to date unless a demand or claim under the Guarantee is made on us in writing or by e-mailing on or before date..... Therefore, after date all your rights under the Guarantee shall be forfeited and we shall be relived and discharged from all liabilities hereunder irrespective of whether or not the original Guarantee is returned to us.

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

Signature & Designation

E-mail address.....

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

Signature

Rajasthan Medical Services Corporation Limited (RMSCL)**D-Block, SwasthyaBhawan, C-Scheme, Jaipur - 302005**Ph. No. 0141-2223887, Fax No. 0141-2228065 E-Mail – mdrmisc@nic.in; edepmrmisc-rj@nic.in

CIN : U24232RJ2011SGC035067

Website: www.rmsc.health.rajasthan.gov.in**SECTION IV A : SCHEDULE OF SUPPLY**

Clause No.	Description																																																		
1	List of goods and related services:																																																		
1.1	Name of Goods to be procured: As per details given in NIB and Technical Specifications as per Section VIII of bidding documents.																																																		
1.2	Related services are delivery, local transportation etc.																																																		
2	Delivery and completion schedule:																																																		
2.1	Delivery: The LMO will have to be supplied in the licensed LMO storage tanks at consignee's hospital. No transportation/cartage charges will be provided for the same. All the aspects of safe delivery of LMO shall be the exclusive responsibility of the supplier.																																																		
2.1.1	Supply orders and supply schedule: Purchase order (PO) for supply will be placed through E-mail/ any other communication medium by the authorized officer of the concerned hospital Institution. The date of dispatch letter/E-mail will be treated as the date of purchase order. The successful bidder will have to ensure uninterrupted supply of LMO to each hospital Institution.																																																		
2.1.2	In case there is a delay in supply the successful bidder has to provide/make an alternate arrangement for uninterrupted supply of oxygen in the hospital institution.																																																		
2.1.3	If the successful bidder fails to ensure uninterrupted supply of LMO and/ or fails to provide/make an alternate arrangement for uninterrupted supply of oxygen in the hospital institution, the officer in-charge of the hospital, shall be free to procure LMO and/ or an alternate arrangement for uninterrupted supply of oxygen in the hospital institution, from any source available in open market. In such case the cost difference shall be recovered from the successful bidder and a penalty @ 10% of the cost difference incurred by the institution shall also be recovered from the successful Bidder.																																																		
2.1.4	Delivery shall be made at various Medical institutions of Govt. of Rajasthan, located at district level. Details of LMO tanks available at present are as under: <table><tr><th>Sr. No.</th><th>Name of Medical Institution</th><th>Place/District HQ</th><th>Capacity</th><th>Remark</th></tr><tr><td>1</td><td>RUHS Hospital</td><td>Jaipur</td><td>20KL</td><td>Running</td></tr><tr><td>2</td><td>MG Hospital</td><td>Jodhpur</td><td>10KL</td><td>Running</td></tr><tr><td>3</td><td>PBM Hospital</td><td>Bikaner</td><td>20KL</td><td>Running</td></tr><tr><td>4</td><td>MDM Hospital</td><td>Jodhpur</td><td>20KL</td><td>Running</td></tr><tr><td>5</td><td>MB Hospital</td><td>Udaipur</td><td>20KL</td><td>Running</td></tr><tr><td>6</td><td>New Medical Hospital</td><td>Kota</td><td>20KL</td><td>Running</td></tr><tr><td>7</td><td>SMS Hospital</td><td>Jaipur</td><td>20KL</td><td>Pending</td></tr><tr><td>8</td><td>JLN Hospital</td><td>Ajmer</td><td>20KL</td><td>Pending</td></tr><tr><td>9</td><td>SRG Hospital</td><td>Jhalawar</td><td>20KL</td><td>Pending</td></tr></table>	Sr. No.	Name of Medical Institution	Place/District HQ	Capacity	Remark	1	RUHS Hospital	Jaipur	20KL	Running	2	MG Hospital	Jodhpur	10KL	Running	3	PBM Hospital	Bikaner	20KL	Running	4	MDM Hospital	Jodhpur	20KL	Running	5	MB Hospital	Udaipur	20KL	Running	6	New Medical Hospital	Kota	20KL	Running	7	SMS Hospital	Jaipur	20KL	Pending	8	JLN Hospital	Ajmer	20KL	Pending	9	SRG Hospital	Jhalawar	20KL	Pending
Sr. No.	Name of Medical Institution	Place/District HQ	Capacity	Remark																																															
1	RUHS Hospital	Jaipur	20KL	Running																																															
2	MG Hospital	Jodhpur	10KL	Running																																															
3	PBM Hospital	Bikaner	20KL	Running																																															
4	MDM Hospital	Jodhpur	20KL	Running																																															
5	MB Hospital	Udaipur	20KL	Running																																															
6	New Medical Hospital	Kota	20KL	Running																																															
7	SMS Hospital	Jaipur	20KL	Pending																																															
8	JLN Hospital	Ajmer	20KL	Pending																																															
9	SRG Hospital	Jhalawar	20KL	Pending																																															
2.2	Procuring entity's right to vary quantity:																																																		
2.2.1	The quantity of LMO 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.
2.3	Submission of contract completion report:
2.3.1	Firm will have to submit consolidated statement (BF-10) in duplicate at the end of rate contract and after expiry of Guarantee/Warranty period of the goods (as provided in Guarantee/Warranty clause of the contract) to enable the corporation to examine the case for refund of performance security.
3	In case of imported goods, the supplier shall ensure that the goods are inspected by the third party inspecting agency before being dispatched to the consignee. In case any un-inspected goods is found in the goods received by the consignee, the firm shall be solely responsible for it and the corporation shall be free to take suitable necessary action against the firm as per terms and conditions of bid document/ agreement. RMSCL may direct to have pre dispatch inspection of goods being supplied. The supplier shall make prior intimation to RMSCL/ consignee/BME concerned about the dispatch of supply.


Executive Director (EPM)
RMSCL, Jaipur

Rajasthan Medical Services Corporation Limited (RMSCL)**D-Block, Swasthya Bhawan, C-Scheme, Jaipur - 302005**Ph. No. 0141-2223887, Fax No. 0141-2228065
CIN : U24232RJ2011SGC035067E-Mail – mdrmisc@nic.in; edepmrmisc-rj@nic.in
Website: www.rmsc.health.rajasthan.gov.in**SECTION-V :BID DATA SHEET (BDS)**

Clause No.	Description
1	NIB No- 561/2020-21 Date
2	The procuring entity is: Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066; Fax No. 0141-2228065, 0141-2223887 Email:-mdrmisc@nic.in or edepmrmisc-rj@nic.in
3	Address for correspondence and clarifications:- Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066; Fax No. 0141-2228065, 0141-2223887 Email Address:- mdrmisc@nic.in; edepmrmisc-rj@nic.in
3	The goods and related services to be procured under this bid are <i>as per NIB, and as per given technical specifications.</i>
4	The rate contract is valid for 24 months starting from the date of issuance of rate contract and upto the last day of the 24th month. The Rate contract period is extendable as per Act & Rules.
5	Bids are invited from Manufacturer/Producer/Importer of LMO only.
6	Joint venture and/ or consortium is not allowed.
7	The price of the bid document is: The bid form fee Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00
8	RISL processing fee is Rs. 1000.00/-.
9	Bidding Documents can be downloaded from " https:// eproc.rajasthan.gov.in ." The bid form fee Rs. Rs. 2000.00+ 360.00 (GST @ 18%) total amount 2360.00 and processing fee of Rs.1000.00 of R.I.S.L. shall be deposited through two separate prescribed challans (format enclosed in BF-1) in any branch of the Punjab National Bank, account no. 2246002100024414 anywhere in the country. Bid Security Declaration shall be submitted in BF-3. The bidder shall submit scanned copy of all the challans and BF-3 in technical bid through https://eproc.rajasthan.gov.in (Cover-A), or these can be submitted in the form of separate D.D./banker cheque in favour of M.D. , Rajasthan Medical Services Corporation Limited , Jaipur and M.D., RISL respectively (payable at Jaipur).
10	Bid Security amount: As mentioned in NIB.
11	The pre-bid meeting will be held at Conference Hall, R.M.S.C., D-Block, Swasthya Bhawan, C-Scheme, Jaipur on 12.04.2021 at 11.00 a.m.
12	Last date& Time for online downloading of bid document: 03.05.2021 up to 11:00 a.m.
13	Last date & time for online submission of bids: 03.05.2021 up to 6.00 p.m.
	Last Date and Time for physical submission of DD/BC/BG/Challan for Bid Document Fee, RISL Fee, Bid Security Money, Original Affidavits/Certificates shall be 02.00PM on the date of opening of technical bid.
	Date & time of online opening of (technical bid) bids: 04.05.2021 ; 11.00 AM.
	Date & time of online opening of financial bid shall be communicated later.

14	The bidder shall physically submit following documents with its financial bid submission Letter:- 1. Technical Bid submission letter. 2. DD/Banker Cheque/ challan for RISL processing fee and bid documents fee as per instructions given in NIB, clause 31 of GCC .Bid Security(in the form of DD/Banker Cheque/ challan/Bank Guarantee)/Bid security Declaration (BF-3) if applicable.
15	The currency of the bid shall be Indian National Rupee (Rs.)as per NIB.
16	Discounts or award of combination of lots shall not be accepted; this shall be treated as a conditional bid and shall be liable for rejection.
17	Alternative bids are not permitted.
18	The bid validity period shall be 120 days or extended, from the opening of technical bid.
19	Submission and opening of bids : Bids shall be submitted online on web portal http://eproc.rajasthan.gov.in. Physical submission of the bid is not allowed and the same shall tantamount to be cancelled.
20	Online Bid opening shall take place at: Managing Director, Rajasthan Medical Services Corporation Limited, D-Block, Swasthya Bhawan, TilakMarg, C-Scheme, Jaipur (Rajasthan) Pin. 302005 Tel. No. 0141-2228066; Fax No. 0141-2228065, 0141-2223887 Email Address:- mdrmsc@nic.in, edepmrmsc-rj@nic.in
21	The purchase preference shall apply as per GCC and SCC provisions.
22	This bid do not have provision for Parallel Rate Contract (PRC).
23	The period within which the contract agreement is to be executed and performance security is to be submitted is 15 days.
24	Language of the bid shall be English and/or Hindi (Please refer ITB clause -6).
25	Redress of grievances during procurement process : 1. The designation and address of First Appellate Authority is:- MD, NHM, Swasthya Bhawan, C-Scheme, Jaipur or as decided by the Govt. of Rajasthan. Telephone No. 0141-2221590 2. The designation and address of the second appellate authority is ACS/ Principal Secretary/Secretary, Medical Health & Family Welfare Dept., Govt. of Rajasthan, Secretariat, Jaipur.
26	Name & address of the bidder: Name and Designation..... M/S Address..... Telephone No..... E-mail..... Mobile No. of the authorized person..... Fax No.


Executive Director (EPM)
RMSCL, Jaipur

Rajasthan Medical Services Corporation Limited (RMSCL)**D-Block, Swasthya Bhawan, C-Scheme, Jaipur - 302005**Ph. No. 0141-2223887, Fax No. 0141-2228065
CIN : U24232RJ2011SGC035067E-Mail – mdrmisc@nic.in; edepmrmisc-rj@nic.in
Website: www.rmsc.health.rajasthan.gov.in**SECTION VI: QUALIFICATION AND EVALUATION CRITERIA (QEC)**

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

Clause No.	Financial Criteria (Part-A)
1	Fees : Original Demand Draft (DD)/Banker's Cheque/ Challan, of Bidding Document Fee and RISL processing fee.
2	Bid Security/Bid Security Declaration: Original Demand Draft (DD)/Banker's Cheque/ Challan/ (BG)/Bid Security Declaration in BF-3in lieu of Bid Security.
3	Turnover of the Bidder: The minimum average gross annual turnover for last three financial years shall be as per NIB. The bidder has to submit Chartered Accountant (CA) Certificate (BF-6) duly signed with seal.
4	Tax Registration certificates: The bidder shall submit copy of 'PAN' issued by Income Tax Department and GST Registration Certificate.
5	Business Entity: Bidder should submit self-attested copy of Registration under Shop and Establishment Act. 1958/Indian partnership Act. 1932/Indian Company Act. 1956. (If applicable)/EM-II/Udhyog Addhar/Udhyam Registration. Copy should be enclosed.
6	Authorization: In case of the Bid is being submitted in capacity of importer, letter of authorization from importer should be submitted. In case of imported Goods, copy of IEC and permission/authorization for sale from foreign principal manufacturer, should be submitted.
7	Licenses: The Manufacturer should furnish self attested copy of valid Manufacturing license for the LMO duly approved by the Licensing authority. The license must have been duly renewed/valid up to date.
8	Participation of Bidders: Any bidder who qualifies to participate in the bid as per Rule 13 of RTPP Rules and amendment therein issued vide Notification dated January 01, 2021 (G.S.R. 237) and order dated 15-01-2021 by Finance Department, Govt. of Rajasthan, shall only be eligible to participate in the Bid[ITB-25].

Clause No.	Technical Criteria (Part-B)
1	Production Capacity: The Bidder should have plant of minimum production capacity of 150 Tonnes LMO per day from Air Separation Method. Copy of Documents in proof has to be submitted.
2	Certificates: The bidder should submit valid drug license and should be following testing process as per Indian Pharmacopeia IP-2014.
	Other Parameters that may be considered for Evaluation of L-1 Bid
1	L-1 Bid : Until unless mentioned specifically, L-1 bid shall be adjudged on the basis of most advantageous offer received in response to the Bid. On the basis of evaluation criteria of L-1 bidder, If by coincidence L-1, L-2 bidders have offered the same rate in BOQ then bidder having LMO Plant in Rajasthan, shall be given priority and shall be adjudged L-1.
2	GST, if exempted, it should be specified in BF-4/BOQ.


Executive Director (EPM)
RMSCL, Jaipur

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

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

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

CIN : U24232RJ2011SGC035067

Website: www.rmsc.health.rajasthan.gov.in**SECTION VII : SPECIAL CONDITIONS OF RATE CONTRACT (SCC)**

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

Clause No.	Description
1	The vendor should have drug license for supply of Medical gases.
2	The LMO will have to be supplied in the licensed LMO storage tanks at consignee's hospital.
3	Manufacturing of LMO should be through Air Liquefaction process.
4	In order to avoid emergency situation, Minimum 30% of stock level of the capacity of installed tanks [pl. refer clause 2.1.4 of Section IV A : SCHEDULE OF SUPPLY of shall have to be maintained by the supplier and for the same, the supplier should install suitable monitoring & alarming devices.
5	Supplier shall have to provide Safety Features in line with Global Safety Standards as a part of the installation. Following Minimum safety devices for LMO installation shall be required: (a) Alarm system as per AS-2896 (Aus) or HTM-02-01(NZ). (b) Alarm VIE (Vacuum Insulated Evaporator) (i) Low content or Low level of storage indication (Audio-Visual) (ii) Low Pressure alarm (Audio-Visual) (c) Low Pressure Alarm in downstream of Pipeline system (Audio-Visual) (d) Pressure Regulating: Dual parallel regulation system for uninterrupted supply in case of regulator has to change for repair. One regulator is set at 4.2 bar and other at 3.8 bar as per international practice. (e) Three ways Gauge Valve for isolation of Line Pressure and with Manual Maneuvering. (f) Telemetry System: For continuous monitoring of liquid level in the storage vessel from a central location anywhere in India. (g) Continuous monitoring of Vehicle movement for rescheduling filling in case of any mechanical failure of the vehicle.
6	There should be provision of monitoring daily consumption.
7	The quantity of gases can be increased or decreased as per the requirement of the consignee hospital.
8	Random sampling will be done at the consignee hospital and pilferage or less quantity will be recovered at panel rate i.e. double of the approved rate.
9	The successful Bidder shall have to provide contact details (Mobile Number, Landline Number, E-mail etc.) of at least Two persons who will look after supplies. Officer in-charge of the hospital shall remain in contact with these persons to coordinate supply of LMO.
10	In order to ensure net weight of LMO, Hospital In-charge shall identify Electronic Weighing Machine (Dharam Kantan) in the vicinity of the institution. The successful Bidder will be bound to have weighing of the tanker at such identified Electronic Weighing Machine (Dharam Kantan). Payment of weighing LMO shall be borne by the successful bidder.

11	The successful Bidder shall submit Pass out document (POD) and weighing slip to the officer in-charge of the hospital. After verifying all details officer in-charge shall ensure all inventory/record management and shall verify POD and weighing slip with signature & Seal and the same shall be handed over to successful for onward submission to RMSCL for payment.
12	The successful Bidder shall collect & compile institution wise Invoice +POD +Weighing slip and will submit fortnightly to RMSCL for payment. Normally payment shall be made by RMSCL within 45 days.
13	Installed capacity shown in the bid is tentative. Installed capacity, number of consignee may increase. In case of increase in installed capacity and/ or number of consignee, F.O.R. cost per kg for additional ordered quantity shall be taken on the basis of average F.O.R. cost per kg approved in the bid.


Executive Director (EPM)
RMSCL, Jaipur

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

Signature of Bidder with Seal

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

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

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

CIN : U24232RJ2011SGC035067

Website: www.rmsc.health.rajasthan.gov.in**SECTION VIII :Technical Specifications of Goods to be procured in the Bid****Specifications of Liquid Medical Oxygen****Technical Specification of Liquid Medical Oxygen [LMO]**

1. Should be of medical grade.
2. Should be colourless and odourless.
3. Measured oxygen contains should not be less than 99.6% v/v
4. Reference temperature for oxygen gas should be 27°C.
5. Should not measure more than 5 ppm v/v carbon monoxide.
6. Should not measure more than 30 ppm v/v carbon dioxide.
7. Should be free of halogen.
8. Should be free of moisture.
9. Should have a valid drug license.
10. LMO supplied at site should be as per latest of IP/USP/EUROPEAN pharmacopeia.
11. LMO supplied must comply SMPV regulation under preview of the Indian Drug and Cosmetic Act Rules.
12. Manufacturing plants of LMO should be ASTM certified and ISO 9001 and 14001 compliant.
13. Firm will be supplied the liquid medical oxygen as per the specification given by institution and also abide all the terms & conditions stipulated in tender.
14. LMO supplied against this order shall be deemed to bear a warranty of the contract against deterioration, defective material and workmanship. If during this period the stores supplied are found to be defective in performance or deteriorated, the firm shall be responsible for all consequences.
15. Random sampling will be done at the institute and pilferage or less quantity will be recovered at panel rate i.e. double the supply rate. If percentage of oxygen is less than 99.6% then price will be reduced accordingly.
16. Delivery of LMO should be done in the licensed storage tanks.
17. Quantity of net weight (in kg) will be converted in to cubic meter with following formula $01 \text{ kg} \times 0.77 = \text{cubic meter}$.

Notes:-

1. Firms should have the GPS enabled technology for continuous monitoring of vehicle movement.
2. LMO will only be received after weighing the tanker before supply at weighing balance (Dharmakanta) nearest to the hospital along with the receipt.
3. The tanker will be sent again to the same weighing balance (Dharmakanta) for weighing after refilling the LMO vessel in the hospital campus.
4. Net weight of the LMO supplied to the hospital shall be determined by subtracting the weight of empty tanker after supply of LMO from the weight before supply.
5. Firm should have at least 5 yrs of experience regarding same in Govt. / Private sector.
6. Firm supplying LMO should attach satisfactory performance report from minimum 500 bedded 05 Government/Private hospitals.
7. Firm will provide third party half yearly cross check up report of the oxygen and other impurities by Government authorized testing centre/laboratory.
8. **All relevant valid certificates or documents shall be submitted along with technical bid.**

Executive Director (EPM)
RMSCL, Jaipur

