

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

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

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

CIN : U24232RJ2011SGC035067

Website: <http://rmsc.health.rajasthan.gov.in>

No. F-8() RMSC/EPM/M-1/2022-23/NIB-679/190

Dated: 10/6/22

M/s Cepheid India Pvt. Ltd.
9th floor, Paras Twin Towers
Tower B, Golf Course Road
Sec-54, Gurugram, Haryana
E-mail:-techsupportindia@cepheid.com

Sub:- Online bid NIB No.- 679 is invited for purchase of **CBNAAT 10C 4 Module System** through Single Source Procurement as given below: -

S.No	Group of Item	Required Quantity	Tender Value	Cost of tender Documents (not refundable) Rs.	Tender Processing Fee (not refundable) Rs.	Last date of tender submission
						Opening date of Technical bid
1.	CBNAAT 10C 4 Module System	250	8000.00 Lac	2360.00	1000.00	23.06.2022
						24.06.2022

If any holiday comes on above dates then next working date will be treated for the same. For tendering process bidder shall obtain the user ID and password for participating in e-tendering system through website <https://eproc.rajasthan.gov.in> or from e-procurement cell RISL, Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur and contact on (Help Desk be contacted directly in the following mobile nos. 0120-4200462, 0120-4001002, 91-8826246593. 10.00 AM to 06.00 PM on all working days) & also local no. 0141-4022688 working hr. Monday to Friday 9.30 AM to 06.00 PM on all working days). The help desk can also be reached by mail support-eproc@nic.in

NOTE:-

- 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.rmsc.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.
- Corrigendum's/modifications/corrections if any, will be published on the website <https://eproc.rajasthan.gov.in>, <http://rmsc.health.rajasthan.gov.in> & <https://sppp.rajasthan.gov.in>
- Conditional / incomplete tender will be rejected.
- Bidders who wish to participate in this tender will have to register on <https://eproc.rajasthan.gov.in> (Bidders registered on <https://eproc.rajasthan.gov.in> before request of tender documents. To participate in online tenders Bidders will have to procure digital signature certificate (type II or type III) as per information technology Act-2000 using which they can sign their Electronic Bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS safe crypt, Ncode etc or they may contact e-procurement cell, Department of IT &c, government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- 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

NIB No. – 679



(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),

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. Bidding Document fee, RISL Processing fee received after specified time and date will be considered as late bids and such bids shall be liable for rejection.

6. The Managing Director, RMSC, reserves the right to accept or reject any or all the tenders without assigning reasons thereof. The quantity of item to be purchased can be increased or decreased without assigning any reasons.
7. RMSC reserves the right for verification of any information / documents furnished by the bidder in the interest of the corporation.
8. Tender fee and Tender processing fee should be submitted before opening of bid.
9. Before electronically submitting the tenders it should be ensured that all the tender papers including Conditions of contract are digitally signed by the bidder.
10. Bidder will have to deposit performance security @5 % / 2.5 % (as applicable) of the value of the indicative quantity (including GST) in the bid for each item in favour of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement.
11. The consignee for supplies shall be mentioned in the purchase order.
12. 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.
13. All goods of the Schedule of Supply must be specified/ listed and priced separately in the BOQ/Financial Schedules. If a BOQ/Financial Schedule shows goods and/ or related services specified/ listed but not priced, these will be marked as Not Quoted. If the bid is invited for composite work/Turn Key basis/Lot basis, the goods and/or related services for which prices are not quoted, prices of those goods shall be deemed to have well taken care of in other goods.
14. This bid is inviting according to RTPP Act 2012 and RTPP Rules 2013.

Attachments:-

- 1- Technical Specification of Item
- 2- Schedule of Supply
- 3- General Conditions
- 4- Special Conditions
- 5- BF-1, 2,3,4
- 6- Contract Form (CF)


Executive Director (EPM)
RMSCL, Jaipur



Specifications for CBNAAT 10C 4 Module System

1. The System should be fully integrated and automated Real Time PCR instrument which should include the extraction of nucleic acids, amplification and detection in a single step.
2. No human intervention required in between any of the PCR step of extraction of nucleic acid, amplification and detection.
3. The System should work on the self-contained test cartridge which carries all the necessary components to carry out the PCR test. The cartridges should be single-use disposable units.
4. The System should be controlled through stand-alone laptop or desktop.
5. The System should have at least 4 active module which can be independently used and controlled for any test cartridge.
6. The System should have 10 Optics Channels for detection with the dye detection limit $<<1\text{nM}$.
7. The System should be capable to detect 10 or more targets in a single PCR reaction.
8. Each Active Module should have Solid State heater and forced air cooling.
9. Ramp rate-Heating: $10^{\circ}\text{C}/\text{sec}$ from 50°C to 95°C . Cooling: $2.5^{\circ}\text{C}/\text{sec}$ from 95°C to 50°C .
10. The System should be certified to be used for diagnostic use.
11. The System should include built-in (quality) control for all test steps.
12. The System should be able to perform on-demand test run and should have random access.
13. The System should be easily connected to LIS/HIS if required.
14. The System should only require minimal expertise to operate, run and to report the results. The system shall be space-saving design and low-power requirement, so that it can be easily installed and operated at multiple healthcare settings.
15. The System should have different tests available to use, like- MTB Complex and Extensive Drug Resistance TB (XDR TB), SARS-CoV-2, HIV-1 Viral Load, HBV Viral Load, HCV Viral Load, MTB/RIF, BCR-ABL, HPV, Carba-R, C. difficile, MRSA, FII&FIV, Flu/RSV, CT/NG, etc.
16. Guarantee: 3 years on complete system.

(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 I : SCHEDULE OF SUPPLY

Clause No.	Description
1	List of goods and related services:
1.1	Name of Goods to be procured: As per details given in NIB and Technical Specifications as per Section VIII of bidding documents.
1.2	Related services are delivery, local transportation, successful installation, commissioning, demonstration, Erecting, training etc.
1.3	Guarantee/Warranty period starts from the date of delivery/ successful installation/ commissioning (whichever is later) for the period mentioned in technical specifications or purchase order.
1.4	Comprehensive Maintenance Rate contract may be executed by RMSCL/ consignee/service provider of RMSCL from the date of completion of Guarantee/Warranty period as mentioned in technical specification of purchase order.
2	Delivery and completion schedule:
2.1	Supply orders and supply schedule:
2.1.1	Purchase order (PO) for supply will be placed through registered post/e-mail/ any other communication medium by the corporation. The date of dispatch letter will be treated as the date of purchase order for calculating the period of execution of order. The successful bidder will execute the orders within a delivery period of 60 days (including date of dispatch) or as specified in the supply order.
2.1.2	In case of imported goods, 30 days will be given in addition to the period, as mentioned in condition no. 2.1.1 above. Thus delivery period for imported goods shall be 90 days from issue of Purchase Order (PO).
2.1.3	The successful bidder shall acknowledge receipt of orders within 7 days from the date of dispatch of order.
2.1.4	Delivery, installation, commissioning etc. of the goods, shall have to be made at the places/ consignee address given in the purchase order. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation made by the supplier on case to case basis. The consignee for supplies shall be M.D. RMSC or a medical institution in the state such as M.D., NHM; Director (PH/ RCH/ HA/ IEC/ AIDS/ ESI); Principal of medical colleges; Superintendents of attached hospitals; Officer in charge, C.D. Store, Sethi Colony, Jaipur/ CM&HO/ PMO/ CHC/ PHC/ DPC of DDW etc. or their equivalent or any other as mentioned in purchase order.
2.1.6	The ready stock position of the goods, if provided by the firm, may be considered by the corporation for placement of supply orders.
2.1.7	It may be noted that the Corporation does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific 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.
2.1.8	The quantities indicated in the NIB may vary. 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.
2.1.9	If the supplier has found/come to know that the ordered equipment is found to be non-viable size and/ or site is not ready for installation, it shall be the duty of the supplier to report to MD, RMSCL immediately. The corporation shall take appropriate decision on representation made by the supplier on case to case basis.
2.2	Procuring entity's right to vary quantity:
2.2.1	The quantity of equipment originally indicated in the bid document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of rate 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 rate contract.
2.2.3	If the supplier fails to supply, as per the schedule of supply RMSCL shall be free to arrange/ procure the goods from elsewhere on risk & cost basis and the extra cost incurred shall be recovered from the supplier.
2.3	Submission of rate contract completion report:
2.3.2	Firm will have to submit consolidated statement in duplicate at the end of Single source procurement and after expiry of Guarantee/Warranty period of the goods (as provided in Guarantee/Warranty clause of the rate contract) to enable the corporation to examine the case for refund of performance security.
2.3.3	The consignee shall intimate the rate 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. The supplier shall be bound to repair the goods/equipment at the place of installation (not at the place of delivery of consignment).
2.4	Packing & insurance: Procedure, specifications and process shall be as per clause 54 of GCC.
2.5	Health facilities and other departments:
2.5.1	The consignee for supplies may be M.D. RMSC or a medical institution in the CD Store, Sethi Colony, Jaipur. or their equivalent or as mentioned in the purchase order.
2.5.2	The funds shall be transferred to RMSC with indent form by the demanding officers and supply orders will be placed by RMSC to suppliers.
2.6	Rejection of goods: Process and other details shall be as per clause 55 of GCC.
2.7	Liquidated damages & Penalty: Shall be as per clause 50 of GCC.
2.8	Recoveries: Shall be as per clause 52 of GCC.
3	Inspection of Goods i.e. equipment and instruments etc. :
3.1	The equipment, instruments and other hospital supplies shall be according to specifications provided in the bidding documents and shall be inspected by the agency/ committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS goods, inspection shall be strictly as per relevant BIS specifications with latest amendments that have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the goods may be done by any Inspecting Agency/Committee of experts at the site of the manufacturer or at site of installation. The supplier shall provide all facilities for inspection/ testing free of cost.
3.2	Notwithstanding the fact that the authorized inspecting agency had inspected and/or has



	approved the stores/goods, the procurement officer or his authorized expert/doctor/ designated person shall inspect the goods as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in procurement.
3.3	In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory accredited by NABL. If the goods is found defective and not as per specifications, consignee will not accept the goods and shall inform the RMSCL within 3 days. Consignee may also simultaneously ask the firm for removal of defect/ replacement. The firm shall be bound to remove the defect or replace the defective goods within 15 days of receipt of intimation from the consignee. However, in case of defective goods, the date on which the consignee accepts the goods after replacement of defective goods/ removal of defects shall be taken as date of delivery. Wherever defective goods are replaced, the inspection/ testing charges, if any, shall be borne by the supplier.
3.4	If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted/ retained by the firm/supplier at the time of technical approval.
3.5	During the rate contract period if it is found that the delivered equipment, instruments and other hospital supplies are/were not as per technical specifications, the supplier shall be bound to replace such supplied with the requisite technical specifications otherwise actions against the supplier according to the prevailing laws shall be taken and rate contract shall be terminated.
3.6	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 : U24232RJ2011SGC035067

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

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

SECTION II :-GENERAL CONDITIONS FOR SINGLE SOURCE PROCUREMENT (GCC)

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

Clause No.	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 fulfilment of the supplies and related services by the supplier in accordance with the terms and conditions set forth in the rate contract. "Rate contract" means the agreement entered into between the Procuring Entity and Supplier, together with the rate contract documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein. "Rate contract Documents" means the documents listed in the agreement, including any amendments therein. "Rate 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 rate 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 rate 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 rate 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 (Preventive maintenance and calibration during

Guarantee/Warranty period), commissioning of equipment or machinery and other similar obligations of the supplier under the rate contract.

"Substrate contractor" 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 substrate contracted by the supplier.

"Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the rate 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/rate 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

"MSME" MICRO SMALL & MEDIUM ENTERPRISES

"CMC" COMPREHENSIVE MAINTENANCE RATE CONTRACT

"ERTL"- ELECTRONIC REGIONAL TEST LABORATORIES

"OEM" means Original Equipment Manufacturer

2	General terms:	Interpretation In the Rate contract, except where the context requires otherwise: - Words indicating one gender include all genders; - Words indicating the singular also include the plural and words indicating the plural also include the singular, - 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; - The word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "tender document" with "bidding document". The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
3	Incoterms	In case of International Competitive Bidding : 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 Rate 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 Rate contract shall be valid unless it is in writing, is dated, expressly refers to the Rate contract, and is signed by a duly authorized representative of each party thereto.
6	Non-waiver	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 Rate contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Rate contract, neither shall any waiver by either party of any breach of Rate contract operate as waiver of any subsequent or continuing breach of Rate contract. Any waiver of a party's rights, powers, or remedies under the Rate 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 Rate 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 Rate 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 Rate 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- i. 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 Rate contract or to otherwise influence the Client/ Procuring Entity. ii. 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 Rate contract; iii. Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process and performance of the Rate contract; iv. 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 Rate contract; v. 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 Rate contract; vi. Not obstruct any investigation or audit of a procurement process and performance of the Rate contract; vii. Disclose conflict of interest, if any; and viii. 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: ix. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; x. "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; xi. "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; xii. "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 Rate 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 Rate 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 Rate contract shall be governed by and interpreted in accordance with the laws of the Central and the State Governments.



12	Specifications and Standards	i. The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Rate contract. ii. The Goods and Related Services supplied under this Rate contract shall conform to the standards mentioned in Bidding documents and shall bear such marks. When no applicable standard is mentioned, the Goods and Related Services supplied shall be of the best quality and the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods. In no case such standards shall be inferior to the relevant updated BIS or international standards. iii. Wherever references are made in the Rate contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be applicable During Rate contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC 3. iv. The supply of goods specified in NIB, Bidding Documents shall conform strictly to the approved samples, The decision of the Procuring Entity whether the goods supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Supplier.
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 Rate contract, whether such information has been furnished prior to, during or following Completion or termination of the Rate contract. Notwithstanding the above, the Supplier may furnish to its Substrate contractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Substrate contractor to perform its work under the Rate contract, in which event the Supplier shall obtain from such Substrate contractor 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 Rate 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 Rate 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 Rate contract; iv. Now or hereafter enters the public domain through no fault of that party; v. 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. vi. 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 Rate 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 Rate 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 Rate contract Price, then such Delivery Date and/or Rate 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 Rate 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 Rate 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 Rate 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	Joint Venture, Consortium or Association and Changes in the Constitution of the Supplier	If the Supplier is a Joint Venture, Consortium, or Association all the parties shall sign the Rate contract except in case of the Joint Venture, Consortium or Association is a registered Firm or Company. All the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Rate contract and shall designate one party to act as a lead partner with authority to bind and represent the Joint Venture, Consortium, or Association. - The structure/ composition or the constitution of the Supplier as a firm, joint Venture, Consortium, or Association shall not be altered without the prior consent of the Procuring Entity. - Any change in the structure/ 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 Rate contract. - 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. Any new major stake holder must agree to abide by all terms and conditions of the Rate contract. - No new partner/partners shall be accepted in the firm by the Bidder in respect of the Rate 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 Rate contract.
18	Subrate contracting	The Supplier shall not sublet or assign the Rate contract or its any part to anyone without the prior written approval of the Procuring Entity. The Supplier shall notify the Procuring Entity in writing of all subrate contracts to be awarded under the Rate contract. Subrate contracting shall in no event relieve the Supplier From any of its obligations, duties, responsibilities or liabilities under the Rate contract. The capability details of such subrate contractors shall be provided to the Procuring Entity who shall evaluate and take a decision as to whether to approve it or not. Subrate contractors shall comply with the provisions of GCC Clause [Code of Integrity] and Clause [Confidential Information].
19	Scope of Supply	The Goods and Related Services to be supplied shall be as specified in NIB, Bidding documents. Unless otherwise stipulated in the Rate contract, the Scope of Supply shall include, at the supplier's cost, all such goods not specifically mentioned in the Rate contract but that can be reasonably inferred from the Rate contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such goods were expressly mentioned in the Rate contract.

20	Change in Orders and Rate contract Amendments	i. The Procuring Entity may at any time order the Supplier through Notice in accordance changes, within the general scope of the Rate contract in any one or more of the following: (a) Specifications, where Goods to be furnished under the Rate contract are to be specifically manufactured for the Procuring Entity; (b) The method of shipment and/ or packing; (c) The place of delivery; and (d) The Related Services to be provided by the Supplier. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Rate contract, an equitable adjustment shall be made in the Rate contract Price or in the Delivery and Completion Schedule, or both, and the Rate contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Rate contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. ii. Additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original rate contract. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
21	Delivery	i. Subject to GCC Clause 20, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the details specified in the NIB, Bidding documents. The details of shipping and other documents to be furnished by the Supplier are specified in the SC. ii. All Goods must be sent freight paid through Railways or Goods transport. R.R. should be sent under registered cover. In case advance payment is to be made, the R.R. shall be sent through Bank only.
22	Supplier's Responsibilities	The Supplier shall supply all the Goods and Related Services in accordance with GCC Clause 20 and the Delivery and Completion Schedule, as per GCC Clause 21.
23	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.
24	Extensions of Time	If at any time during performance of the Rate contract, the Supplier or its Substrate contractors should encounter conditions impeding timely delivery of the Goods or completion of Related



		Services pursuant to GCC Clause 20, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Rate contract. Except in case of Force Majeure, as provided under GCC Clause 16, or reasons beyond the control of the Supplier under GCC Clause 23, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 50.
25	Rate contract Price	The Rate 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 Rate contract. Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Rate contract shall not vary from the prices approved by the procuring entity. Price Adjustment except GCC 33 shall not be applicable during the rate contract tenure.
26	Taxes and Duties	i. For Goods supplied from outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India. ii. For Goods supplied from within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the rate contracted Goods at site to the Procuring Entity. iii. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
27	Patent Indemnity	i. The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 27(b), indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Rate contract by reason of: (a) The installation of the Goods by the Supplier or the use of the Goods where the Site is located; and (b) The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Rate contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Rate contract. ii. If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 27(a), the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier shall at its own expense and in the

		Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. iii. If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf and at the expenses of the Supplier. iv. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. v. The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subrate contractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Rate contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.
28	Limitation of Liability	Except in cases of gross negligence or wilful 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 Rate contract shall not exceed the amount specified in the SCC, which shall not be less than the amount of the Rate 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.
29	Termination for Default	i. The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Rate contract for breach of Rate contract, by Notice of default sent to the Supplier, may terminate the Rate contract in whole or in part: (a) If the Supplier fails to deliver any or all of the Goods and/ or Related Services within the period specified in the Rate contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 24 [Extension of Time]; or (b) If the Supplier fails to perform any other obligation under the Rate contract. (c) 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 Rate contract. ii. In the event the Procuring Entity terminates the Rate contract in whole or in part, pursuant to GCC Clause 29(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.
30	Termination for Insolvency	i. The Procuring Entity may at any time terminate the Rate 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. ii. The Goods which have been shipped or dispatched at the time of Supplier's receipt of the Notice of termination may be accepted by the Procuring Entity at the Rate contract terms and prices.
31	Termination for Convenience	The Procuring Entity, by Notice sent to the supplier may terminate the rate 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 Rate contract is terminated, and the date upon which such termination becomes effective.
32	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, Tilak Marg, C-Scheme, Jaipur.
33	Procuring Entity	Bid shall be submitted to M.D., Rajasthan Medical Services Corporation, Rajasthan, Jaipur (the Procuring Entity) through https://eproc.rajasthan.gov.in , https://sppp.rajasthan.gov.in

www.rmhc.health.rajasthan.gov.in

34	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/rate contractor in writing to the M.D., RMHC Ltd., Jaipur and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/rate contract. No new partner / partners shall be accepted in the firm by the bidder/rate contractor in respect of the bid/rate 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/rate 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 rate contract.
35	Guarantee/Warranty clause	i. The bidder would Guarantee/Warranty that the subject matter of procurement would continue to conform to the description and quality as per technical specifications and perform as per descriptions, from the date of delivery/ installation (if applicable) of the said subject matter of procurement. Notwithstanding the fact that the purchaser may have inspected and/or approved the said subject matter of procurement during the Guarantee/Warranty period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this rate contract or otherwise. ii. The bidder shall, during the Guarantee/Warranty period appearing in the rate contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment operative. iii. In case of the machinery or equipment, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall



		also be responsible to ensure adequate and regular supply of spare parts and consumables required for the machinery or equipment, whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment. iv. In case, any goods supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to M.D., Rajasthan Medical Services Corporation Ltd., Jaipur. The supplier will not have any rightful claim to the payment of cost for substandard supplies, which may have been consumed, either in part or whole, pending receipt of laboratory test/inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules. v. Bidder will carry out preventive maintenance and calibration as per schedule given by principal manufacturer or as mentioned in bidding document. All the reagents, consumables, spares and required accessories shall be provided free of cost to do preventive maintenance and calibration during Guarantee/Warranty period. Bidder shall provide all documents i.e. service report, test reports related to preventive maintenance and calibration to procuring entity and consignee.
36	Marking	All non consumable subject matter of procurement, except glass or imported goods, (like instruments/equipment and others accessories) should bear marking "Government Of Rajasthan" or as mentioned in supply order in English on the instruments/equipment, without which the supply may not be entertained.
37	Applicability of taxes	Applicability of taxes: The invoice should show the SGST/CGST/IGST separately for the 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.
38	Submission of samples	i. Samples must be sent of the quoted goods free of cost on demand by RMSCL even though the specifications or descriptions etc. Are mentioned in the bid form are complied. No sample will be accepted after prescribed period. In the event of non submission of samples within the prescribed period on demand, the bid shall not be considered. RMSCL may grant extension in time for submission of samples on the request of bidder. ii. Samples of equipment/ instruments should be collected back from the E.D. (EPM), RMSCL, Jaipur by unsuccessful bidders within one month from the date of demonstration or the period intimated to the bidder. The corporation will not be responsible for any damage, wear and tear or loss during the course of culture testing/ testing/ examination etc. The corporation would retain the sample of approved goods for one



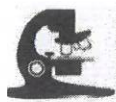
		month beyond expiry of rate contract. The corporation shall not be responsible for any damage, wear & tear or loss in this period. The corporation will not make any arrangement for return of samples even if the bidder agrees to pay the cost of transportation. The uncollected samples shall stand forfeited by the corporation after the period allowed for collection and no claim for cost etc. Shall be entertained. In certain cases, the controlled marked sample may be directed to be kept at the premises of the bidder and they shall be maintained till the currency of rate contract/ Guarantee/Warranty. iii. The bidder may be asked to demonstrate the technique, procedure and utility of equipment as per specifications given in the bid document before the technical committee of the corporation. iv. Sample should be strictly according to the goods quoted in the bid form failing which the bid will not be considered. Permanent label shall be placed on the goods depicting the name of make and model. The label should be of permanent nature which should not be easily removable. The permanent label so affixed shall be with the particulars as mentioned below:- - Name of manufacturer - Make - Model - Serial No - Address of the firm - Customer care no. (v) No change in marking on sample will be allowed after the submission of the sample.
39	Demonstration & Grievances	Process of Demonstration & Grievances: The bidder shall have to arrange physical demonstration of the goods under procurement, as and when asked by the MD, RMSCL. The bidder shall appoint/depute a representative for this purpose and should submit invariably: - Photography of the goods to be demonstrated shall be done invariably by Technical Committee (TC). - Demonstration shall be taken/ conducted by Technical Committee (TC). Demonstration shall not only cover the examination about required technical specifications (as asked in section -VIII of the bid) and functionality but it shall also cover the other aspects like ease of handling/operation, maneuverability of the goods. Decision of the Technical Committee (TC) constituted for the purpose, shall be final. - TC will prepare Demonstration Report (DR) immediately after demonstration is over. DR shall be duly signed by the members of the TC and the representative of the bidder as well. Copy of the such duly signed DR, shall be provided to each representative of the bidder (who has demonstrated their goods) on the same day of demonstration. - If the DR finalized by the TC is not acceptable to the representative of any bidder he may put dissent note (clearly mentioning the reasons of non acceptance of DR) with signature otherwise report shall be deemed to have been accepted by the bidder - If the DR of the technical committee is challenged through a written complaint by any bidder, the M.D., RMSCL may constitute a Review Technical Committee (RTC) including at least two members of the



		Technical Committee (TC). f. If the decision of the Review Technical Committee opines the same findings as of the Technical Committee (TC), the decision of Review Technical Committee shall be final and binding and such complaints shall be deemed as "interference with procurement process, vexatious appeals or complaints", and in such cases an action against the complainant bidder, as per section 42(a) "interference with procurement process" & 43 "vexatious appeals or complaints" of RTPP Act 2012, may be taken by the MD, RMSCL.
40	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. The period of rate contract shall be 24 months from the 1st. day of next month of agreement signing month. The M.D., RMSCL, 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. ii. Successful bidders, whose offers are accepted, will have to deposit performance security @5 % / 2.5 % (As applicable) of the value of the indicative quantity (including GST) in the bid for each goods in favor of M.D., Rajasthan Medical Services Corporation Ltd., Jaipur at the time of agreement. The Performance Security shall be deposited in the form of DD/Banker cheque/ B.G. However, the Bank Guarantee shall be for a validity period of 6 months, beyond the Guarantee period sought for the goods. The firms, which are registered as MSMEs / sick industries of Rajasthan, shall be required to deposit performance security, as applicable under the rules. iii. The Performance Security (P.S.) shall be 5 % / 2.5 % (As applicable) of the total value of stores ordered for supply. The Procurement Officer will not release payment for supplies, until the additional Performance Security due is either deposited by the supplier or additional P.S., as calculated, is withheld. The firm may submit Bank Guarantee issued by any scheduled bank. The minimum validity of bank Guarantee should be 6 months after completion of Guarantee period for the goods. iv. 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. v. Firms, which are registered as micro and MSMEs with the Department of Industries, Rajasthan shall furnish the amount of performance security @1/0.5% of value of indicative quantity and for sick industries shall furnish the amount of performance security @2/1% of value of indicative quantity as per bid catalogue on furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit vi. 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, the performance security shall be taken as under: 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 5% of the amount of work order, in case of procurement of works. 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan. 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR). - It is to be noted that earlier years' performance security, even if lying in this department shall not be considered towards this bid and therefore fresh performance security shall be deposited. - The Corporation will pay no interest on performance security amount. - 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 rate 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. - The bidder shall furnish the following documents at the time of execution of agreement:- - Attested copy of Partnership Deed, in case of Partnership Firms; - Registration Number and year of registration, in case partnership firm is registered with Registrar of Firms; - 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. vii. In case of breach of any terms and conditions of the rate 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. viii. Public Sector Undertakings are not required to furnish amount of Security Deposit. ix. The 25% of total deposited Performance Security amount shall be retained as Performance Security against the security of Comprehensive Maintenance Rate contract (CMC) If there is any default in comprehensive maintenance service, the corporation may forfeit the performance security, as described under different clauses or any other recovery from this
--	--	---



		Performance Security. x. 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.
41	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 60 days or as specified in the supply order. ii. The successful bidder shall acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the goods on risk & cost purchase provision. iii. In case of imported goods, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 11 (i) above. iv. Except for equipment/ machinery, which requires installation/ commissioning, all other supplies shall be to district headquarter only. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation from the supplier on case to case basis. The consignee for supplies shall be M.D. RMSC or a medical institution in the state such as M.D., NHM, Director (PH/ RCH/ HA/ IEC/ Aids/ ESI), Principal of Medical Colleges, Superintendents of attached hospitals/CM&HO/ PMO/DPC of DDW etc. Or their equivalent. v. 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 vi. The ready stock position of the goods, if provided by the firm, may be considered by the Corporation for the placement of supply orders. vii. 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. viii. 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



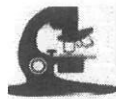
		acceptable as a ground for non supply of the quantity indented.
42	Submission of rate contract completion report	A consolidated statement shall be submitted to ED, EPM by the 10th of each month. Every time the statement should contain details of all orders placed under the rate contract. Firms will have to submit consolidated statement 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 rate contract) to enable the Corporation to examine the case for refund of performance security. The consignee shall intimate the rate 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.
43	Terms of payment	Unless otherwise agreed between the corporation and the firm, payment/part payment for the delivery of the stores will be made on submission of bills in proper form by the firm. Payment shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee along with the bill. Installation/commissioning of equipment and rendition of required satisfactory training to the consignee's personnel, if any, shall also be necessary for releasing payment. In case of delayed supplies, deduction of L.D. or/and penalty as per provisions shall be made from payments. The firms shall seek time extension from the Corporation before delayed dispatch of supplies. 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. No advance payments towards cost of goods will be made to the bidder. All bills/invoices should be raised in triplicate and as per the applicable rules in the name of the authority concerned. (i) If at any time during the period of rate contract, the price of bid goods 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. (ii) In case of any enhancement in GST due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional GST so levied will be allowed to be charged extra as a separate 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. (iii) 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 rate contract, if the GST become chargeable on goods manufactured due to any reason. (iv) If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made as decided by M.D. RMSCL.
44	Liquidated damages & Penalty	The time specified for delivery in the bid form shall be deemed to be the essence of the rate contract and the successful bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers. In case of extension in the delivery period with liquidated damages, recovery of L.D. shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :- - Delay up to one- fourth period of the prescribed Delivery Period – 2.5% - Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5% - Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period – 7.5% - Delay exceeding three- fourth of the prescribed period -10% Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%. If the supplier requires an extension of time in completion of rate contractual supply on account of occurrence of any hindrances, he shall apply in writing to M.D. RMSC Ltd., Jaipur, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by purchase officer after sanction of extension in delivery period. - Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage. - If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with prior approval from M.D., RMSC Ltd., Jaipur. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder. - The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage



		shall be made from any sums accruing to the bidder under this or any other rate contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the goods on risk purchase provision at the expiry of the prescribed supply period. (iv) In the situation where the supplier fails to supply the goods even in the additional period equal to the originally stipulated period and delay can be attributed to the supplier an additional penalty of 10% shall be levied (if PO is extended).
45	Medical colleges and their attached hospitals	The consignee for supplies may C.D. Store, Sethi Colony, Jaipur or their equivalent or as mentioned in the purchase order. The funds shall be transferred to RMSC with indent form and supply orders will be placed by RMSC to suppliers.
46	Recoveries	i. Recoveries of liquidated damages, short supplies, breakage, 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 L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the corporation can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with corporation against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with corporation but decision of M.D., RMSC Ltd., Jaipur regarding authenticity of sum payable shall be final.
47	Inspection	i. The goods under procurement shall be according to Technical specifications mentioned in Section: VIII of bidding documents and shall be inspected by the agency/ committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS goods, inspection shall be strictly as per relevant BIS specifications with latest amendments that have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the goods may be done by any Inspecting Agency/ Committee of experts at the site of the manufacturer or at site of installation. The supplier shall provide all facilities for inspection/testing free of cost. ii. Notwithstanding the fact that the authorized inspecting agency had inspected and/ or has approved the stores/goods, the procurement officer or his authorized expert/ doctor/ designated



		person shall inspect the goods as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/ agreement. iii. In case of doubts in inspection/ test, same may be got inspected or tested in any NABL accredited laboratory. If the goods are found defective and not as per specifications, consignee will not accept the material and shall inform the RMSCL within 3 days. Consignee may also simultaneously ask the firm for removal of defect/ replacement. The firm shall be bound to remove the defect or replace the defective goods within 15 days of receipt of intimation from the consignee. However, in case of defective goods, the date on which the consignee accepts the goods after replacement of defective goods/ removal of defects shall be taken as date of delivery. Wherever defective goods are replaced, the inspection/ testing charges, if any, shall be borne by the supplier. iv. If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted/ retained by the firm/supplier at the time of technical approval. v. In case of imported 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 are found in the goods received by the consignee, the firm shall be solely responsible for it and the corporation shall be free to take suitable necessary action against the firm as per terms and conditions of bid document/ agreement. RMSCL may direct to have pre dispatch inspection of goods being supplied. The supplier shall make prior intimation to RMSCL/ consignee/BME concerned about the dispatch of supply.
48	Packing & insurance	i. The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred. ii. The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of goods in good condition to the Procurement Officer's store. In the event of any loss, damage, breakage or leakage or any shortage, the firm shall be liable to compensate such loss and shortage found at destination after the Checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes. iii. Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him. iv. Packing specifications: a. All corrugated boxes should be of 'A' grade paper i.e., virgin. b. All goods should be packed in first hand (new) boxes only.



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



		per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the goods without prior replacement (provided firm has performance Security) Joint inspection of defective goods may be carried out as required by the corporation. However sample of ISI marked goods found defective shall be kept by consignee for reference to BIS. vi. In case firm wants to take back goods to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification. vii. The bidder shall be responsible for the proper packing and delivery of the goods to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the bidder shall be responsible. No extra cost on such account shall be admissible.
50	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: a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit 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; b. 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. c. 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. d. If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and
51	Procuring entity's right to vary quantity	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 rate contract. 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 rate contract. 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. 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.



52	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.
53	Validity of Bid	Bids shall be valid for a period of 120 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bill validity period for an additional specified period of time.
54	Price escalation	Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the purchases made under this bid or agreement. However, the provisions provided for tax variations are exclusive to this clause.
55	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. 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: a. Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings: • 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. iii. 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 vi. No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:- vii. Determination of need of procurement; iii. Provision limiting participation of Bidders in the Bid process; ix. The decision of whether or not to enter into negotiations; • Cancellation of a procurement process; • Applicability of the provisions of confidentiality. b. Form of Appeal • An appeal under Para (iii) or (iv) above shall be in the Form (Annexure- A) along with as many copies as there are respondents in the appeal. • 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. • 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. c. Fee for filling appeal • 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. • 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. Procedure for disposal of appeal • 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. • On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall,- • Hear all the parties to appeal present before him; and • Peruse or inspect documents, relevant records or copies thereof relating to the matter. 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. The order passed under sub-clause I above shall be placed on the State Public procurement Portal.
56	Compliance with the code of integrity and conflict of Interest	i. Any person participating in a procurement process shall- ii. 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; iii. Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; iv. Not indulge in any collusion, Bid rigging or any-competitive



		behavior to impair the transparency, fairness and progress of the procurement process; v. Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; vi. 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; vii. Not obstruct any investigation or audit of a procurement process; iii. Disclose conflict of interest, if any; and ix. 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 x. Conflict of Interest:- xi. 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, rate 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: xii. Have controlling partners/shareholders in common; or xiii. Receive or have received any direct or indirect subsidy from any of them; or xiv. Have the same legal representative for purposes of the Bid; or xv. 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 xvi. 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 substrate contractor, not otherwise participating as a Bidder, in more than one Bid; or xvii. 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 xviii. 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 rate contract
57	Dispute settlement mechanism	If any dispute arise out of the rate 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 rate contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (Corporation or Rate contractor)



		shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.
58	Past performance of the Bidder	The bidder should submit self attested copies of purchase orders, invoices, satisfactorily installed/ commissioned reports (indicating the quantity) in verification of information submitted . 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 on going 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.
59	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. - 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. - 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. - 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.
60	Deviations, Reservations and Omissions in Technical or Financial Bids	During the evaluation of Technical or Financial Bids, the following definitions shall apply: "Deviation" is a departure from the requirements specified in the Bidding Document; "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
61	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.
62	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.
63	Other Disqualifications	Direct or indirect canvassing on the part of bidders or their representative shall disqualify their bids. Supplier may be disqualified, banned or suspended from business during the rate contract, if :- Fails to execute a rate contract or fails to execute it satisfactorily ; No longer has the technical staff or equipment considered necessary; 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; The firm is suspected to be doubtful loyalty to state. The State Bureau of Investigation (SBI) or any other investigating agency recommends such a course in respect of a case under investigation. M.D., RMSCL, Rajasthan, Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.
64	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.
65	False Information	If any certificate/documents/information submitted by the bidder is found to be false/ forged/ fabricated/ vexatious or frivolous or malicious appeals or complaints etc. Then bidder shall be liable for appropriate legal action/as per provisions of Act & Rules, along with disqualification, banning, suspension etc. For limited or unlimited period. Bidders are required to submit desired information (if any) based on the facts. If the furnished information by the firm is found to be misleading or not based on facts, disciplinary action against the firm may be taken as to banning concerned goods/goods for certain or uncertain period.
66	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.
67	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.



68	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 shall be treated as acceptance all the terms and conditions of the bid document.
69	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 – mdrmisc@nic.in; edepmrmisc-rj@nic.in

CIN : U24232RJ2011SGC035067

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

SECTION III : SPECIAL CONDITIONS OF RATE CONTRACT (SCC)

The following Special Conditions of Rate contract (SCC) shall supplement the General Conditions of Rate 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	Documents duly signed in all respect as required in qualification and evaluation criteria along with Bid document fee, RISL fee,, should be submitted in Cover "A" and Financial proposal (BOQ), should be submitted online in Cover "B" otherwise bid will not be considered.
2	Pre-requisite, if any, for installation, including UPS, Computer, Printer, and other goods should be provided by the firm in technical bid and financial bid respectively.
3	Firm shall provide comprehensive Guarantee/Warrantee with spare parts for goods(s), as mentioned in technical specification (from the date of installation/commissioning). Acceptance of comprehensive maintenance rate contract after expiry of Guarantee/Warrantee period should be submitted with the cover" A" and rates in cover "B" respectively.
4	Conditional bids will not be considered.
5	List of spares, reagents, chemicals and consumables is to be provided in technical bid which is not covered under the Guarantee/Warrantee; otherwise all the consumables will be treated as spare parts covered under the Guarantee/Warrantee and CMC.
6	Transshipment will be permitted and partial shipment not allowed.
7	Normally, payment will be released after installation, demonstration and commissioning of equipment/machine and satisfactory operational training, if required.
8	The bidder should quote rates in Indian rupees and payment will be made in Indian rupees (INR) Rs. only.
9	All certificates should be valid on the date of submission of bids.
10	The bidder should have well equipped local service centre in India preferably in Rajasthan.
11	Imported Goods : (i) In case of imported goods, the bidder will have to produce third party inspection report from NABL accredited laboratory or ERTL or Central/State Govt. laboratory or Central/State Govt. approved laboratory which can perform tests pertaining to all the parameters as mentioned in the technical specifications of this bid and performance of each supplied machine/equipment with the consignment. (ii) The inspecting laboratory should have authorization for examining or reporting about the quoted goods. If the goods inspected and/or consumables are manufactured in batches, then the third party inspection report of each batch will have to be submitted. (iii) All expenses regarding third party inspection will be borne by the bidder.
12	The Brand Name/Make and Model of each goods under procurement, which have been offered in the bid, should be mentioned in Technical compliance sheet. Mere indication of English/USA/Indian will not serve the purpose and will not be considered.



13	In the case of supply of imported goods the suppliers may be asked to furnish a certificate to the effect that the firm has completed all the formalities in connection with import of the goods in question.
14	The final technical approval of goods shall be after demonstration of samples by technical committee at the time of technical bid evaluation.
15	Technical Support by Supplier & OEM : Spare parts and consumables of quoted make and model should be available with firm for minimum 10 years (or life span of equipment) for repairing of equipment. After completion of Guarantee/Warranty period the successful bidder/Supplier and/ or OEM, shall be bound to supply spare parts, consumables, maintenance services and technical support for at least 10 years(or life span of equipment) to RMSCL/ any health institution of Rajasthan or to any such service provider firm/institution, appointed/hired/rate contracted by RMSCL/ Govt. of Rajasthan, for the Repair & Maintenance of Bio Medical Equipment/Equipment installed in various health institution of Rajasthan. Suitable action shall be taken against the concerned supplier and/ or OEM, If any supplier and/ or OEM fail to provide technical support as desired above.

Executive Director (EPM)
RMSCL, Jaipur

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

Signature of Bidder with Seal



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

NIB No.

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

I/We, the undersigned, declare that:

1. I/ We have read/examined and have no reservations to the bidding document of NIB no.....and all the corrigendum/amendment/modification/addendum etc. issued in reference to the above mentioned NIB.
2. I/We further declare and certify that as a bidder I/We do not disqualify to participate in the bid as per Rule 13(4) of RTPP Rules and amendment therein vide Notification dated January 01, 2021 (G.S.R. 237) and Order No F.2(1)FD/G&T-SPFC/2017, Jaipur dated 15-1-2020 issued by Finance (G&T) Department, Govt. of Rajasthan. If this certificate given by me/us is found to be false, this would be a ground for immediate termination and further legal action against me/us in accordance with law even if my/our bid has been accepted.
3. I/ We offer to supply goods in conformity with the specifications, provisions of bidding document and in accordance with the delivery schedule specified in Section IV A, Schedule of Supply for the following goods and related services.....[Name the goods and Guarantee/Warranty period plus CMC etc.....].
4. I/ We ensure that Spare parts of quoted make and model shall be made available by us for a period of minimum 10 years (or life span of equipment) for repairing of equipment. After completion of Guarantee/Warranty period I/We and/ or OEM, shall be bound to supply spare parts, maintenance services and technical support for at least 10 years (or life span of equipment) to RMSCL/ any health institution of Rajasthan or to any such service provider firm/institution, appointed/hired/contracted by RMSCL/ Govt. of Rajasthan, for the Repair & Maintenance of Bio Medical Equipment/ Equipment installed in various health institution of Rajasthan. RMSCL shall be free to take Suitable action against I/We and/ or OEM, If I/We and/ or OEM fails to provide technical support as desired above.
5. My/ Our bid shall be valid for a period of 120 days from the date of technical bid opening in accordance with the bidding document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, bid validity may also be extended with mutual consent;
6. If my/ our bid is accepted, we commit to submit a performance security in the amount of 5% or 2.5% (as applicable) of the contract price arrived at as per indicative quantity mentioned in bidding document. If the ordered quantity is subsequently increased, I/ We agree to pay additional performance security accordingly.
7. My/ Our firms, including any subcontractors (if allowed in bid) for any part of the contract, have nationalities from the eligible countries [clause 2(iii) of ITB].
8. I/ We are not participating, as bidders, in more than one bid in this bidding process, in the bid document;
9. My/ Our firm, its affiliates or subsidiaries, including any subcontractors has not been debarred by the State Government or the Procuring Entity;



10. 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].
11. I/ We understand that RMSCL is not bound to accept the lowest evaluated bid or any other bid that it may receive;
12. 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.
13. 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.
14. My/ Our quoted goods(Name of goods).....fully comply with the technical specifications as per bidding document [Section VIII: Technical Specifications of the Goods to be procured under the Bid].

The prices of goods have been uploaded in online BOQ provided on website <https://eproc.rajasthan.gov.in> and the same have 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 goods to be procured, other than BOQ, my/our bid may be cancelled.

- (1) 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

- (2) 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.
- (3) I/ We understand that our bid is liable to be declared non responsive in case of any deficiency in fulfillment of above requirements on our part.

Our bank details are as under:

Name of bank & branch.....

Bank a/c type: Savings/ current/ over draft/.....

Bank a/c number.....

Bank branch MICR Code.....

IFSC code.....

PAN

GST No.....

Contact person's name& Mobile Number

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

15. I/ We represented by its proprietor/managing partner/managing director having its registered office at



..... and its factory premises at
do declare that I/we have carefully read all the conditions of bid no.including all
the amendments in..... ref.for supply cum rate contract of.....
(goods name)for Rajasthan Medical Services Corporation Ltd. for the rate contract period
and accept all conditions of bid including amendments, if any. I/We agree that the M.D.
RMSCL, Jaipur may forfeit bid security and or performance security and debar me/us for a
period specifying in orders, if any information/document furnished by me is proved to be
false/fabricated at the time of inspection and not complying with the terms and conditions
of the bid document as presented in bid, QEC/GCC/SCC/BDS/NIB/Bidding forms and
other relevant documents.

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



Consolidated Rate Contract Completion Report

BF-3

(On firm's letter head)

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

Subject: - Regarding submission of consolidated rate contract completion report

NAME OF FIRM: _____

RATE CONTRACT No & DATE _____

NAME OF GOODS _____

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

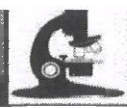
(Signature & Seal of Firm)

NOTE:-

1. The firm should fill the relevant information in all the Columns 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.

[Signature]

[Signature]



For reference purpose only

Financial bid for Quoted Goods

S. N.	Name of goods under procurement	Brand/ Make & Model	Approx qty.	Unit(Packaging Size)	Net rate per Unit (Rs.)	Rate of SGST (%)	Rate of CGST (%)	Rate of IGST (%)	Rate of GST as applicable	Amount of GST as applicable	Total amount In Rs. (6+11)
1	2	3	4	5	6	7	8	9	10	11	12
1	CBNAAT 10C 4 Module System		250	Each	Do not quote rates here.						
Rates shall only be filled in BOQ https://eproc.rajasthan.gov.in											

Signature

Date

Name in capitals
Company /Firm seal**Note: -**

1. The Bidder should quote the rates (as per packing units mentioned in the bid/ BoQ) in the BOQ provided online, any deviation in quoting rates may lead to rejection of the financial 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 Base rate per unit quoted in online BOQ for each goods.



SECTION IV : CONTRACT FORMS (CF)

Table of contents

S. No.	Description	Pages
1	Letter of Acceptance (CF-I)	45
2	Agreement Form (CF-II)	46-50
3	Schedule of Rates (CF-III)	51
4	Bank Guarantee Format for Bid Security/Performance Security (CF-IV)	52-53



LETTER OF ACCEPTANCE (LOA)

M/s

.....

Sub :- Acceptance of the bid rates for the goodsMake.....Model.....

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-17 to ED(EPM)RMSC by the 10th of the next month as per terms of conditions.
6. Please note that self attested/notarized copies of documents shall be considered valid. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.
7. Also please arrange to furnish the following documents required under the terms & conditions of the bid failing which the agreement will not be executed and the failure would lie at your part:-
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. – 679

45



(Non – Judicial Stamp Paper of Rs.)

AGREEMENT

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

NIB No. – 679



- (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 completed within the period noted from the date of supply order:-

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

6. (i) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the procuring entity.
- (ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply :-
(a) Delay up to one fourth period of the prescribed delivery period - 2.5 %
(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5%
(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period - 7.5
(d) Delay exceeding three fourth of the prescribed delivery period.- 10%

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damages shall be 10%.

- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (iv) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.

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

If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rates received in new bid(s)



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

7. Termination of contract on breach of condition

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

8. 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.
9. The Firm shall furnish consolidated statement of supplies made, in BF-17 to ED (EPM), RMSC by the 10th of next month as per terms & conditions of the bid.
10. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.
11. The approved supplier shall ensure that Spare parts of quoted make and model shall be made available by us for a period of minimum 10 years (or life span of equipment) for repairing of equipment. After completion of Guarantee/Warranty period I/We and/ or OEM, shall be bound to supply spare parts, maintenance services and technical support for at least 10 years (or life span of equipment) to RMSCL/ any health institution of Rajasthan or to any such service provider firm/institution, appointed/hired/contracted by RMSCL/ Govt. of Rajasthan, for the Repair & Maintenance of Bio Medical Equipment/Equipment installed in various health institution of Rajasthan. The approved supplier agrees that RMSCL shall be free to take any Suitable action against the approved supplier and/ or OEM, if the approved supplier and/ or his OEM, fails to provide technical support as desired above.

Jurisdiction:

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



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

Signature of the approved

Executive Director (EPM)

**For and on behalf of
Supplier with Seal
Corporation,Jaipur**

Rajasthan

Medical

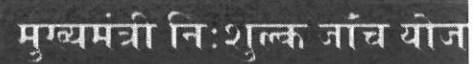
Services

Witness-1

Witness- 1

Witness-2

Witness- 2



SCHEDULE OF RATES

A series of small navigation icons typically found at the bottom of a page, including symbols for back, forward, search, and other document controls.

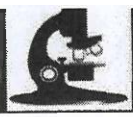
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

S. No	Cat. No.	Name of approved goods(s) with full specification	Brand/ Make	Model	Packing Unit	Approved Rate Per Unit (Rs.)
1	2	3	4	5	6	7

Signature of Approved Supplier with Seal



21

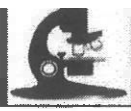


(On bank's letter head)
FORM OF BANK GUARANTEE
(Performance security/Bid Security)

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

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

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

