

NOTICE INVITING e-BID (NIB)

NIB No. RUHS CMS/Store/2018-19/35

Dated: 02-04-2018

1. Single stage, two envelopes e-bids are invited for the for **Supply and Installation of Phacoemulsification Machine for Department of Ophthalmology at Govt. R. D. B. P. Jaipuria Hospital associated hospital of RUHS College of Medical Sciences, Jaipur,** Rajasthan, India. Details may be seen in the Bidding Document at the website <http://eproc.rajasthan.gov.in> or www.sppp.raj.nic.in or www.ruhscms.org Tender document may be downloaded on payment of Rs. 1000/- Demand Draft **is to be enclosed**. The details are as under:

S. No	Particulars	Qty	Total Estimated cost in Rs.	EMD in Rs.	Receiving Date upto 2.00 pm	Technical Bid Opening Date on 11.00 am
1	Supply and Installation of Phacoemulsification Machine for Department of Ophthalmology at Govt. R. D. B. P. Jaipuria Hospital associated hospital of RUHS College of Medical Sciences, Jaipur	1	25,00,000.00	50,000.00	28-05-2018	29-05-2018

Project	Tender for Supply and Installation of Phacoemulsification Machine for Department of Ophthalmology at Govt. R. D. B. P. Jaipuria Hospital associated hospital of RUHS College of Medical Sciences, Jaipur
Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Principal, RUHS College of Medical Sciences, Sector – 11, Kumbha Marg, Pratap Nagar, Jaipur - 302033
Cost of Tender Document (non-refundable)	Rs. 1000/- (Rupees One Thousand Only)
RISL processing fee (non-refundable)	Rs. 500/- (Rupees Five Hundred Only)
Total Estimated Cost	Rs. 25,00,000.00 (Rupees Twenty five Lacs Only)
Earnest Money Deposit (EMD)	2% of estimated cost (Rs 50,000.00)
Bid Download Start Date/ Time	05-04-2018 at 05.00 PM onwards
Pre-Bid Meeting Date/Time	12-04-2018 at 11.00 AM to 12.30 pm
Bid submission Start Date/Time	25-04-2018 at 5.00 PM onwards
Bid submission End Date/ Time	28-05-2018 at 2.00 pm
Submission of Demand Draft for Tender Fee, EMD, and Processing Fee	28-05-2018 up to 2.00 pm
Technical Bid Opening Date/ Time	29-05-2018 at 11-00 am
Financial Bid Opening Date/ Time	Will be intimated later to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in , www.sppp.raj.nic.in , www.ruhscms.org
* In case, any of the bidders fails to physically submit the Demand Draft for Tender Fee, EMD, and RISL processing fee up to 2.00 pm on 28-05-2018 , its Bid shall not be accepted. For RISL processing fees Demand Draft should be drawn in favour of "Managing Director RajCOMP Info Services Ltd" payable at Jaipur and for Tender Fee & EMD should be drawn in favour "Principal, RUHS College of Medical Sciences, Jaipur " payable at Jaipur from any Scheduled Commercial Bank.	

1. A Pre-bid meeting will be held as per above schedule i.e. on dated **12-04-2018** at 11.00 A.M. to 12.30 P.M. in the conference hall of RUHS CMS, Jaipur to clarify and answer the queries on any matter related to this

Signature of Tenderer with seal

bid. It is made clear that any representation / complaint/ suggestions by bidder/ prospective bidder with regard to technical specifications or conditions of bid document shall be dealt with only when such representations are given during pre-bid meeting or upto 05.00 pm of next day of Pre-bid meeting. Representations/suggestions/complaint received after this time frame shall not be entertained and shall summarily be rejected.

2. If any amendment/ clarification is carried out in the technical specifications and bid terms & condition following pre-bid meeting or any other information, the same will also be uploaded on the RUHS CMS website <http://ruhscms.org> and <http://eproc.rajasthan.gov.in>, www.sppp.raj.nic.in and will not be published in any news papers. It will not be intimated to individual bidder.
3. The bid should be submitted through e-portal, after pre-bid meeting, including all the clarifications/ modifications/ amendments agreed & issued by RUHS CMS. The bid shall only be submitted through e-procurement portal <http://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Bids shall not be accepted in physical form in any condition.
4. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Date:

Principal

Signature of Tenderer with seal

**RUHS COLLEGE OF MEDICAL SCIENCES, JAIPUR
JAIPUR (RAJASTHAN)
TENDER FORM**

1. Tender for **Supply and Installation of Phacoemulsification Machine for Department of Ophthalmology at Govt. R. D. B. P. Jaipuria Hospital associated hospital of RUHS College of Medical Sciences, Jaipur**
2. Name and postal Address of the firm who submitted the Tender.
.....
.....
.....
3. Addressed to the PRINCIPAL, RUHS COLLEGE OF MEDICAL SCIENCES, JAIPUR
4. Reference: Tender Notice No.....Date.....
5. The tender form fees Rs.1000 /- has been deposited vide Demand No.
6. We agree to abide by all the conditions mentioned in tender notice No. dated issued by the RUHS CMS, Jaipur and also agree to further terms and conditions of the said tender notice given in attached sheets (all the pages of which has been signed with stamp by us in token of our acceptance of the terms & conditions mentioned therein.) **Unsigned tender will be rejected.**
7. Goods will be delivered in stipulated delivery period at RUHS CMS, Jaipur.
8. Bank Draft/**deposit No.** Dateddrawn on (Name of Bank)as Earnest Money is enclosed.
9. G.S.T. Registration are submitted herewith.
10. Authorization letter issued by manufacturer / importer is enclosed.
11. Declaration and Undertaking is enclosed.
12. Technical Bid Compliance sheet is enclosed.
13. We, agree for three years warranty period (With Spare Parts) and Five Years Comprehensive Annual Maintenance Contract (With Spare Parts) after warranty.

**Signature of Tenderer
With Rubber
Stamp**

Signature of Tenderer with seal

RUHS COLLEGE OF MEDICAL SCIENCES, JAIPUR
JAIPUR (RAJASTHAN)
CONDITION OF TENDER AND CONTRACT FOR OPEN TENDER

Note: Tenderer should read these conditions carefully and comply strictly while sending their tenders.

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. **“Tenders by Bona-fide dealers”**- Tenders shall be given only by bona-fide manufacturer/ Authorized Dealer- Distributor in the goods. They shall, therefore, furnish a declaration in the **Annexure-1**.
3. (i) Any change in the constitution of the firm, etc, shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relive any former member of the firm, etc, from any liability under the contract.
(ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purpose of the contract.
4. **G.S.T. Registration Certificate and applicable tax clearance certificate –The GST Registration Number should be mentioned in Technical Bid.** Dealer who is not registered under the GST Act will not be eligible for participating in tender.
5. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender before online uploading the technical bid.
6. Rate shall be filled online as per column given in online BOQ format only.
7. All rates quoted must be FOR destination and should include all incidental charges octroi, SGST/CGST which should be shown separately. In case of local supplies the rates should include all taxes, etc. The delivery of the goods shall be given at the premises of RUHS College of Medical Sciences, Jaipur / as per work order.
8. **Validity.** – Tenders & Rates shall be valid for a period of 90 days from the date of opening of tender.
9. The approved supplier shall be deemed to have carefully examined the conditions, specification, size, make and drawings, etc of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawings, etc he shall, before signing the contract, refer the same to the purchase Officer and get clarifications.
10. The contractor shall not assign of sub-let his Contract or any substantial part thereof to any other agency.
11. **Specifications-** (i) **All article supplied shall strictly conform to the specifications**, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
(ii) The supply of articles shall in addition, conform strictly to the approved, samples if demanded by Technical Committee. The decision of the technical committee whether the

Signature of Tenderer with seal

articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.

(iii) **Warranty clause.-** The tenderer would give warranty that the goods/stores/articles would continue to conform to the description and quality as specified for a period of 36 months from the date of installation/delivery of the said goods/stores/articles to be purchase and that notwithstanding the fact that the purchaser may have inspected and / or approved the said goods/stores/articles, if during the aforesaid period of 36 months, the said goods/stores/articles be discovered not to confirm to the description and quality aforesaid or have determined (and the decision of the purchase officer will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the goods/articles/stores will be at the sellers risk and all the provision relating to rejection the goods, etc, shall apply. The tenderer shall if so called upon to do, replace the goods, etc, or such portion thereof as is rejection by the Purchase Officer otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition here in contained. Nothing here in contained shall prejudice any other right of the purchase officer in that behalf under this contract of otherwise.

(iv) In case of machinery and equipment also, warranty will be given as mentioned in clause

(v) Above and the tenderer shall during the warranty period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(vi) In case of machinery and equipment specified by the purchase officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the purchase officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

12. **Inspection.- (a)** The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.
- (b)** The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from bankers will be necessary.
13. **Samples -** Tenderer for articles marked within the schedule shall be accompanied by one set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for sample by the officer receiving the sample. Sample if sent by train, etc. should be registered cover. Sample for

Signature of Tenderer with seal

catering/ goods items should be given in a plastic box or in polythene bags at the cost of the tenderer.

14. Each sample shall be marked suitably either by written on the samples or on a slip of durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.
15. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The RUHS CMS shall not be responsible for any damage, wear and tear or loss during testing, examination, etc. during the period these sample are retained. The sample shall be collected by the tenderer in the expiry of stipulated period. The RUHS CMS shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the RUHS CMS and no claim for their cost, etc. shall be entertained.
16. Sample not approved shall be collected by the unsuccessful tenderer. The RUHS CMS will not be responsible for any damage, wear and tear of loss during testing, examination etc. during the period these samples are retained. The uncollected samples shall be forfeited and on claim for their cost etc. shall be entertained.
17. Supplies when received shall be subject to inspection to ensure whether they conform to the specification or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform of the standard of prescribed specification as a result of such test.
18. **Drawl of Samples.-** In case of tests, samples shall be draw in four sets in the presence of tenderer of his authorized representative and properly sealed in their presence. Once such set shall be given to them, one of two will be sent to the laboratories and or testing house and the third or fourth will be retained in the office for reference and record.
19. **Testing Charges.-** Testing chares shall be borne by the RUHS CMS. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not up to the prescribed standards or specification the testing charges shall be payable by the tenderer.
20. **Rejection.-** (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the purchase officer.
(ii) If however due to exigencies of RUHS CMS work, such replacement either in whole or in part is not considered feasible, the purchase officer after giving an opportunity to the tenderer of being heard shall, for reasons to be recorded, deduct a suitable amounts from the approved rates. The deduction so made shall be final.
21. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
22. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage

Signature of Tenderer with seal

found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.

23. The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
24. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.
25. **(i) Delivery period:-** The tenderer whose tender is accepted shall arrange supplies within a period of 30 days from the date of supply order.

(ii) Right to vary quantity:-

- (1) If the procuring entity does not procure any subject matter of procurement of procures less than the quantity specified in the bidding documents due the change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- (2) Orders of extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.
- (3) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of the orders for additional quantities shall be as under :-
 - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - (b) 50% of the value of goods or services of the original contract.

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-

- (i) The procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities ;
- (ii) That the additional quantities so procured shall be part and parcel of the work being executed ;
- (iii) That the limit of 50% of the value of original contract shall not be exceeded in any case.

Signature of Tenderer with seal

26. (i) The time specified for delivery in the tender form shall made be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- (ii) **Liquidated damages:-** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of store which the tenderer has failed to supply :-
- | | |
|---|------|
| (1) (a) delay up to one fourth period of the prescribed delivery period | 2.5% |
| (b) delay exceeding in one fourth but not exceeding half of the prescribed period | 5% |
| (c) delay exceeding half but not exceeding three fourth of the prescribed period | 7.5% |
| (d) delay exceeding three fourth of the prescribed period | 10% |
- (2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (3) The Maximum amount of liquidated damages shall be 10%
- (4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance he shall apply in writing to the authority who placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (5) 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 tenderer.
27. **Bid Security :-** (a) Tender shall be accompanied by a Bid Security without which tenders will not be considered. The amount should be deposited in either of the following forms in favor of **Principal, RUHS College of Medical Sciences, Jaipur**
- (i) Bank Drafts/Bankers Cheque of the Scheduled Bank.
- (ii) **Refund of Bid Security:** - The Bid Security of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
- (iii) **Partial exemption from Bid Security:** - Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of Bid Security in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy there of duly attested by any Gazetted Officer from the Director of Industries Rajasthan, at the rate of ½% of the estimated value of the tender shown in NIT. **Duly attested copy of competency Certificate issued under price preference rules as well as copy of PMT Registration of SSI Unit issued by the department of industries, Rajasthan in respect of stores for which they are registered.**
- (iv) The Central Government and Government of Rajasthan Undertaking need not furnish any amount of Bid Security.
- (v) The Bid Security/Performance security lying with the Department/office in respect of other tenders waiting for approval or rejected or on account of contract being completed will not be adjusted towards Bid Security/performance security for the fresh tenders. The Bid Security may however, be taken into consideration in case tenders are re-invited.
28. **Forfeiture of Bid Security :-** The Bid Security will be forfeited in the following cases:
- (i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When tenderer does not execute the agreement if any, prescribed within the specified time.
- (iii) When the tenderer does not deposit the performance security after the supply order is given.
- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

Signature of Tenderer with seal

30. (1) **Agreement and Performance Security**

(i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order and deposit performance security equal to 5% of the value of the stores for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.

(ii) The Bid Security deposited at the time of tender will be adjusted towards security amount. The security amount shall in no case be less than Bid Security .

(iii) No interest will be paid by the department on the security money.

(iv) The forms of security money shall be as below:

(a) Bank Draft/Bankers Cheque etc. as per GF&AR rules.

(v) The security money shall be refunded within one month of the final supply of the items as per purchase order in case of one time purchase / two months in case delivery is staggered / after the expiry of contract on satisfactory completion of the same / after the expiry of the period of warranty if any whichever is later and after satisfaction that there are no dues outstanding against the tenderer.

(2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer, will be partially exempted from Bid Security and shall pay Performance Security at the rate of 1% of the estimated value of tender.

(ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount

(3) Forfeiture of Performance Security:- Security amount in full or part may be forfeited in the following cases:

(a) When any terms and conditions of the contract is breached.

(b) When the tenderer fails to make complete supply satisfactorily

(c) Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the purchase officer in this regard shall be final.

(4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

31. (i) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge 5% of the freight will be recovered from the supplier bills

(ii) R.R. should be sent under registered cover through bank only.

(iii) Remittance charges on payment made shall be borne by the tenderer

32. **Insurance**

(i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires may be insured the valuable goods against loss by theft, destruction or damage by fire flood, under exposure to whether or otherwise viz (war, rebellion, riot, etc.) . The insurance charges will be borne by the supplier and RUHS CMS will not be required to pay such charges, if incurred.

(ii) The articles may also be got insured at the cost of the purchaser, if so desired by the purchaser in such cases the insurance should invariably be with life Insurance Corporation of India or its subsidiaries.

Signature of Tenderer with seal

33. **Payments**

(i) Payment for the delivery of the store will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with GF & AR all remittance charges will be borne by the tenderer.

(ii) In case of disputed items, the amount shall be with held and will be paid on settlement of the dispute.

(iii) Payment in case of those goods which need testing shall be made only, when such test have been carried out, test results received confirming to the prescribed specification

34. **Recoveries:** - Recoveries of liquidated damages, short supply, breakage, rejected articles shall be ordinary made from bills. Amount may also be with held to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along-with amount of liquidated damages shall be recovered from his dues and Performance Security available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

35. Tenderers must make their own arrangements to obtain import license necessary.

36. If a tenderer impose conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance or tender issued by the Purchase Officer.

37. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

38. The tenderer shall furnish the following documents at the time of execution of agreement -

(i) Attested copy of Partnership Deed in case of Partnership Firm.

(ii) Registration number and year of registration in case of partnership firm is registered with Registrar of Firms.

(iii) Address of residence and office, telephone numbers in case of sole proprietorship.

(iv) Registration issued by Registrar of Companies in case of company.

39. All legal proceeding, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in court situated in Jaipur and not elsewhere.

40. The rate must be quoted including all accessories required for installation of equipment.

41. In case the items are free from custom duty, the tenderer should mention clause under which the items are free from custom duty. The proof of this should be attached.

42. Complete literature along with the catalogue and technical data must be enclosed with the tender to facilitate the technical expert in selection of items.

43. Performance report of the equipment by the institution whether it is already in use any where is to be attached with the tender form if it is not practicable the supplier should enclose a list of institutions where equipments have been supplied.

44. The circuit diagram & Manual of the equipment will have to be provided along with the supply invariably by the supplier.

45. The tenderer should also submit a list of recommended spare consumables etc. for two year use along with the price for the regular working of equipment.

46. The tenderer will undertake the warranty of after sales service and availability of spare parts for the period of 3 Years and service after 5 years and more along-with availability of spare parts.

47. The tenderer will establish service engineering branch at nearby place to provide service in the case of failure of the unit within 24 hours on receipt of the information from competent authority.

48. Firm should submit warranty for minimum period of three years with spare & parts on wards comprehensive annual maintenance contract (C.A.M.C.) for five years @4% of basic value for first year with 5% of Comprehensive annual contract charges, increase in subsequent years.

Signature of Tenderer with seal

Guide lines for service contract

1. The proposals for maintenance of equipment should be submitted for 5 years after warranty period of minimum three years with spare parts.
2. Quarterly preventive maintenance & any number of break down calls as & when required will be provided under service contract.
3. The firm will depute their service engineer for break down calls within 24hrs from the intimation from institute. In the event of failure on the part of the firm in attending to the preventive maintenance visit or in attending breakdown calls within 24hrs. The Principal, RUHS CMS, Jaipur undersigned will have the right to make the recovery by way of compensation @10% of the AMC contract value per day. However firm shall not be responsible for delay in services due to non-availability of spares or due to any reason beyond its control & the duration of service contract will be increased/extended by such period.
4. The payment will be made quarterly/Half Yearly/Yearly after satisfactory service within 30 days from the date of receipt of the bill. Notwithstanding anything here-in-above provided it will be the responsibility of firm to see that the equipment as a whole is kept in well working condition during the full period of contract besides the time reasonably & naturally required in rectification/servicing etc. The points of disputes being mutually decided on which the decision of the RUHS College of Medical Sciences, Jaipur shall be final & binding on firm subject to arbitration.
49. During the warranty and C.A.M.C. period the fault will be attended within a period of 24hours otherwise a penalty of Rs. 10% of C.A.M.C./C.M.C. cost per day will have to be paid.
50. Notwithstanding anything contained herein above the undersigned reserves the right to alter waive or modify any of the above condition in any particular specific case for special reason in accordance with special circumstances/conditions of the case mutually of otherwise in public interest of service.
51. 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 **Principal, RUHS College of Medical Sciences, Jaipur** who will appoint his officer as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
52. All legal proceedings if necessary arise to institute may be any of the parties (Government or contractor) shall have to be lodged in court situated at Jaipur and not elsewhere along with the price for the regular working of equipment.

Fall Clause (In case of rate contract only)

53. The prices charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offers to sell the stores of identical description to any person/organization including the purchase of any Dept. of the central Govt. or any Dept. Of state Govt. or any statutory undertaking of the central or state Govt. as the case may be during the period till performance of all supply orders placed during the Currency of the rate contract is completed.

If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any organization including the purchase or any Department of Central Govt. or any Department of state Govt. or any statutory undertaking of the Central or State

Signature of Tenderer with seal

Govt. as the case may be at a price lower than the price chargeable under the contract be shall forth with notify such reduction or sale or offer to sale to the Principal, RUHS College of Medical Sciences, Jaipur and the price payable under the contract for stores supplied after the date of coming into force of such reduction of sale or offer to sales shall stand correspondingly reduced. The above stipulation will however not apply to:-

- (a) Export by the contractor
- (b) Sale of goods such as original equipment at prices lower than prices charged for normal replacement.
- (c) Sale of goods such as drugs has expiry dates.
- (d) Free replacement of spares articles/good will be provided only during the warranty period herein agree to

The contractor shall furnish the following certificate along with the bill for payment of supplies made against the rate contract.

I/We certify that there has no reduction in sale price of the stores of description identical to the stores supplied to the Govt., under the contract here in and such stores have not been offered/sold by me/us to any organization including the purchaser or any dept. of State Govt. or any statutory undertaking of the Central Govt. or State Govt. as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the contract at prices lower than the price charged to the Govt. under the contract except for qty of stores categories under sub-clause (a)(b) (c) and (d) as above.

- 53. Sample of quoted items (To be deposited in RUHS College of Medical Sciences, Jaipur) should be submitted along with tender otherwise tender may not be considered.
- 54. Firms should quote only their rates, discount may not be considered.

I/We hereby agree all above terms & conditions and have signed on each page as a token of acceptance.

SIGNATURE OF TENDERER WITH SEAL

Signature of Tenderer with seal

SPECIAL TERMS & CONDITION TO BE FOLLOWED CAREFULLY & STRICTLY
FAILING WHICH TENDER WILL BE LIABLE TO REJECTION:-

1. All the Photostat document should be attested by the Notary public / gazetted officer or self attested.
2. Bid Security required should be as per terms and condition (in the following manner only) should be in the name of **Principal, RUHS College of Medical Sciences, Jaipur** otherwise tender will not be considered.
It will be in form of Demand Draft/ Banker's cheque of the scheduled Bank.
3. **Latest G.S.T. Registration and Applicable Tax clearance certificate should be enclosed along with the tender.**
4. Validity of rates and tender should be 90 days from the opening date of tender.
5. All the terms and condition are to be accepted by the firm and any counter condition if imposed will not be considered.
6. **Technical & Financial Bid should be submitted through e-portal only as the case may be:-**

TECHNICAL BID

- a. The bid should be submitted through e-portal. The bid shall only be submitted through e-procurement portal <http://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Bids shall not be accepted in physical form in any condition.
- b. In case, any of the bidders fails to physically submit the Demand Draft for Tender Fee, EMD, and RISL processing fee up to the last date decided for submission, its Bid shall not be accepted.
- c. Signed Copy of All documents containing Tender document, GST Registration certificate, Authorization Letter issued by Manufacturer / Importer, Consent for acceptance of Warranty Period and Comprehensive Annual Maintenance Contract as per tender Conditions, Technical Compliance Sheet (As per Annex – 4), and all other relevant documents must be uploaded in with technical bid
- d. All the technical specification and details of the tendered Item and technical specification in tabular form. In absences of the above or wrongly placing the required documents in any other envelop or not mention the desire d information at the specified place/ column the bid will not be considered and will be rejected.

FINANCIAL BID

- a. Rate shall be filled online as per column given in online BOQ format only.
- b. The rate should include all incidental expenses. Such as freight packing charges Insurances etc. However the rate of taxes to be charged from the department such as Excise Duty, Customs, SGST/CGST, should be shown separately.
- c. Conditional tenders are not acceptable and liable to rejected.
7. The tender should be submitted only by those firms who are manufactures/Authorized Distributors/ Dealer/Indian Agent of product. A specific Authorization in the name of RUHS College of Medical Sciences, Jaipur against this NIT, should be enclosed with tender otherwise your tender will not be considered for particulars items.
8. Payment will be made in **Indian Currency** after acceptance and approval of the suitability of the supplies based on technical laboratory test duly verified by the head of the department concerned or any authorized officer of the RUHS CMS.
9. A price charging certificate should be furnished to the effects that the rates offered are reasonable and justified we are not marketing lower rates to other department on conditions of the tender and contract.
10. If the firm fails to execute the supply order with in stipulated time period then the purchase officer shall be free to arrange the supply from another tenderer on his risk and cost.
11. Supplies when received shall be subject to inspection to ensure whether they conform to the prescribed/approved specifications.

Signature of Tenderer with seal

12. Firm should submit comprehensive warranty for 3 years including spare parts and onward comprehensive annual maintenance repair contract for Five years after expiry of the warranty period as per tender conditions no.48
13. In case of Instruments & Equipments. An undertaking should be submitted by PRINCIPAL MANUFACTURE as per **Annexure-2** with tender without which tender will be liable to rejections.
14. The firms to submit the technical specification form by incorporating all Individual technical specification by mentioning Yes/ No and Positive or Negative Deviation, If any, with complete details Incomplete technical bids will not be considered all. The firms to enclose the Original printed literature (Brochures) if any photocopy will not be accepted.
15. Delivery period will be as under:-
 - (1) Within 30 days from the date of the supply order for domestically manufactured goods.
 - (2) Within 45 days from the date of the supply order for imported goods.
16. For imported Items, Clearance of the consignment from customs will be done by the tenderer. If any custom duties paid for clearance of the consignment initially it shall be paid by tenderer. And the same shall be reimbursed after production of documentary evidence at actual as per Govt. Rules.
17. In case, any demurrage charges are paid to release the consignment from custom, it will be borne by tenderer.

SIGNATURE OF TENDERER WITH SEAL

Signature of Tenderer with seal

**RUHS COLLEGE OF MEDICAL SCIENCES, JAIPUR,
SECTOR-18, KUMBHA MARG, PRATAP NAGAR, TONK ROAD, JAIPUR**

DECLARATION BY TENDERERS

We hereby declare that we are Bona-fide Manufacture / Authorized whole sellers / sole distributors/ authorized dealer distributors / sole selling / Marketing agent in the goods / stores / equipment's / for which we have tendered.

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

Signature of Tenderer With Rubber Stamp

CERTIFICATE

The contractor shall furnish the following certificate along with the bill for payment of supplies made against the rate contract.

“I/We” certify that there has no reduction in sale price of the stores of description identical to the stores supplied to the Govt., under the contract here in and such stores have not been offered / sold by me / use to any organization including the purchase or any dept. of State Govt., or any statutory undertaking of the Central Govt. or State Govt. as the case may be up to the date of bill / the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the Govt. under the contract except for qty of stores categories under sub-clause 60 (a),(b) (c) and (d)

Signature of Tender With Rubber Stamp

Signature of Tenderer with seal

UNDERTAKING TO BE SUBMITTED BY PRINCIPAL MANUFACTURER:-

(In case of heavy equipment / machinery where tender is submitted in the capacity of Authorized Distributor / Dealer / Indian Agent)

It is to certify that M/S..... (Name of the tenderer) is our Authorized Distributor / Dealer/ Indian agent. He is authorized to submit tender for (Name of item) to the Principal, RUHS College of Medical Sciences, Jaipur. Against their Open Tender Notice No.....dton behalf us.

This equipment is warranted for at least 3 years from the date of installation/ demonstration and he shall during the warranty period replace the part if any, or manufacturing defect if found during the above period so as to make machinery /equipment operative & in perfect condition.

He is also authorized to carry out Comprehensive Annual Maintenance & repairs contract with spares for at least 5 years after expiry on the warranty period. He will be responsible to ensure adequate regular supply of spare part consumable or non-consumables needed for the same whether under A.M.C. or otherwise.

In case of change of authorized distributor/ Dealer/Indian Agent we will inform The Principal, RUHS CMS, Jaipur & concerned hospital according. The new dealer / agent will be responsible for after sales service and annual maintenance & repairs contract as above. In case of failure of tenderer of new dealer we will be directly responsible for the after sale service of the equipment as items & conditions of the tender/contract.

SIGNATURE OF PRINCIPAL MANUFACTURE

Note:

(This undertaking should be typed & signed by Principal Manufacturer on his Original Letter Pad)

Signature of Tenderer with seal

Annexure B: Declaration by the Bidder regarding Qualification

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice inviting Bids No.....Dated.....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state
3. government or any local authority as specified in the Bidding Document.
4. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
5. 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 statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
6. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document,
Which materially affects fair competition?

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

Signature of Tenderer with seal

**OFFICE OF THE PRINCIPAL
RUHS COLLEGE OF MEDICAL SCIENCES, JAIPUR**

FORMAT FOR TECHNICAL BID COMPLIANCE SHEET

1. The Technical Compliance Bid must be in this sheet only otherwise it will be assumed that Bidder is not able to offer. Technical desired product. Information provided elsewhere or in any different form will not be considered.
2. All the columns of this sheet should be filled is compulsory by the tenderer, merely asking the officer to refer catalog of literature will not be entertained.
3. If the tenderer wants to offer more than one Model Optional Photocopies of this sheet may be used for each Model.

ITEM NO. & NAME:-

S.No.	Technical Specification point wise	Features available in equipment write Yes/No.	Any Deviation from Specifications	Corresponding Page No. Para No. of Literature/Catalog Enclosed	Technical Committee Report	Remarks if any
1.	2.	3.	4.	5.	6.	7.
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

Signature of Tenderer with Seal

Signature of Tenderer with seal

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is MOIC Central Store, RUHS CMS, Jaipur

The designation and address of the Second Appellate Authority Principal, RUHS CMS, Jaipur.

(1) 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 with in 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 grounds on which he feels aggrieved:

Provided that after the declaration of a bidder a 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.

(2) 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 with in thirty days from the date of the appeal.

(3) 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 with in 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.

(4) Appeals not to lie in certain cases:

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely: -

- a) Determination of need of procurement
- b) Provisions limiting participation of bidders in the bid process
- c) The decision of whether or not to enter into negotiations
- d) Cancellation of a procurement process
- e) Applicability of the provisions of confidentiality

(5) Form of Appeals: -

(a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against,if any, affidavit verifying the facts stated in the appeal and proof of payment of fee,

(c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing Appeal: -

Signature of Tenderer with seal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned.

(7) Procedure for disposal of Appeal: -

(a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing

(b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall-

(i) Hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Signature of Tenderer with seal

FORM No. 1

[see rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public procurement Act, 2012

Appeal No.....of

Before the.....(First/Second

Appellate authority)

1- Particulars of appellant :

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2- Name and address of the respondent(s):

(i)

(ii)

(iii)

3- Number and date of the order appealed

Against and name and designation of the

Office/ authority who passed the order

(Enclose copy), or a statement of a decision,

action or omission of the procuring Entity

in contravention to the provisions of the Act

by which the appellant is aggrieved:

4- If the Appellant propose to be represented by

a representative the name and postal address

of the representative:

5- Number of affidavits and documents enclosed

with the appeal:

6- Grounds of appeal :

(Supported by an affidavit)

7- Prayer :

Place :

Date :

Appellant's Signature

Signature of Tenderer with seal

AGREEMENT

1. An agreement made this day of 2015 between (hereinafter called "the approved supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and RUHS College of Medical Sciences, Jaipur include his successors in office and assigns of the other part.
 2. Whereas the approved supplier has agreed with RUHS College of Medical Sciences, Jaipur to supply to theof the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column in work order of said schedule.
 3. And whereas the approved supplier has deposited a sumRs.Draft No. dated.....against as Performance Security.
 4. Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority. National Savings Certificates/Defense Savings Certificates, KisanVikasPatras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as Security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.
 5. Now these Presents witness:
In consideration of the payment to be made by RUHS College of Medical Sciences, Jaipur through cheques at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in _____ and _____ thereof in the manner set forth in the conditions of the tender and contract.
 6. The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, RUHS College of Medical Sciences, Jaipur will through cheque pay 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
 7. The conditions of the tender and contract for open tender enclosed to the tender notice 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.
As per tender received from tenderer and letters nos._____ issued. by the RUHS, Jaipur and appended to this agreement shall also form part of this agreement.
- (a) The mode of Payment will be as specified below:
1. as per tender Conditions
 2. As per Bank conversion rate when bill is raised.
- The delivery shall be effected and completed within the period noted below from the date of supply order:-

S.No	Name of Item	Quantity	Delivery period

- (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of Goods and Related Services which the Bidder has failed to supply:-

Signature of Tenderer with seal

S.No.	Conditions	LD%
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of subject matter of procurement.	2.5%
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of subject matter of procurement.	5.0%
c.	Delay exceeding half but not exceeding three fourth of the proscribed period of delivery, successful installation and completion of subject matter of procurement.	7.5%
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of subject matter of procurement.	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - ii. 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.
- (2) 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.

Details of supply of item:

S.No.	Particulars	Discount offered in percentage of Printed rates
1.		
2.		
3.		
4.		

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by Rajasthan University of Health Sciences and the decision of RUHS College of Medical Sciences, Jaipur shall be final.

In witness whereof the parties hereto have set their hands on theday of.....20.....

**Signature of the approved
supplier**

Date:

Witness No.1:

Witness No.2:

**Signature for and on behalf of
RUHS College of Medical Sciences,
Jaipur**

Date:

Witness No.1:

Witness No.2:

Signature of Tenderer with seal

**OFFICE OF THE PRINCIPAL
RUHS COLLEGE OF MEDICAL SCIENCES, JAIPUR**

Format of Financial Bid

(1) Name of Department: Department of Ophthalmology, RUHS CMS, Jaipur

(2) Name of Item: -

(3) S.No. of Item:-

FORMAT OF FINANCIAL BID FOR ITEM NO.

S.No.	PARTICULARS	PRICE IN INDIAN RUPEES (FIGURES & WORDS) FOR
1.	Unit price (Excluding Taxes as per Rules) Rates quoted must be inclusive of three year comprehensive Warranty including spare parts.	
2.	Taxes as applicable, shall be shown separately.	
3.	Total Price	

Note : The above rates are for the Model No.as quoted by us in the technical bid and all the items of specifications are included in the above rate.

Signature of Tenderer with Seal & Address

Signature of Tenderer with seal

S. No.	Name of the Equipment	Specifications	Qty.	Total Est. Cost in RS.	Bid Security in Rs.
1.	Phacoemulsification Machine	<p>Should have following features:-</p> <ul style="list-style-type: none"> • US FDA/ European CE Certified. • Graphic User Interface based color LCD. • Dual Linear footswitch with selection among 6 pre-programmed modes. • Surgeon can store up to 10 user programs. • I/A: <ul style="list-style-type: none"> ✓ Bimanual Original hand piece. ✓ Vacuum level range programmable from 5 to 600mm Hg (step 5mm Hg). ✓ Reusable tubing. ✓ Continuous irrigation controlled by foot pedal. ✓ Flow rate programmable from 2 to 50cc/min (step 2cc/min) • Fluidics: <ul style="list-style-type: none"> ✓ Peristaltic pump ✓ No internal tubing • Wireless remote control • Ultrasound: <ul style="list-style-type: none"> ✓ Longitudinal/transverse, Operating frequency approx- 25 to 40 KHz • Operating Modes: <ul style="list-style-type: none"> ✓ Adjustable pulse rate with various modes (Single Burst, Multiple Burst, Continuous Burst) • Hand Pieces: <ul style="list-style-type: none"> ✓ 4 to 6 piezoelectric, light weight, titanium hand piece. • U/S Tips: <ul style="list-style-type: none"> ✓ 2.2 and 2.8mm titanium, reusable and autoclavable tips. • Sleeves Range: <ul style="list-style-type: none"> ✓ Suitable autoclavable Silicone Sleeve. • Vitrectomy: <ul style="list-style-type: none"> ✓ Cutters should be up to 700 cuts per minute. • Diathermy: <ul style="list-style-type: none"> ✓ Reusable diathermy forceps. • Input Voltage: 220-240 V (A.C.), Mains frequency 50/60 Hz • Extra Accessories: <ul style="list-style-type: none"> ✓ 1 Hand piece extra ✓ Reusable tubing set autoclavable-3 sets extra ✓ Phaco Tips extra ✓ 2.2mm-2 ✓ 2.8mm-5 • Other Accessories: <ul style="list-style-type: none"> ✓ Autoclave Tray-1 ✓ Phaco Trolley-1 ✓ List of spares with rates • Onsite Warranty 3 Yrs with CMC for next 5 Years • After sales service within 24 hrs. • Installation by service engineers at no extra cost. 	01	2500000.00	50000.00

Signature of Tenderer with seal