Ref. No.: F.02(193)/RMSC/PROCUREMENT/DRUG/LIMITED NIB-11/2016/ 979 Dated:25.07.2016

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)
Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India
Tel No: 0141-2228066, 2228064, E-mail: rmsc@nic.in,
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LIMITED E-BID FOR THE ONE TIME PROCUREMENT / RISK AND COST PURCHASE OF DRUGS AND MEDICINES

!! सर्वे सन्तु निरामयाः!!

LAST DATE OF SUBMISSION OF BIDS:- 02.08.2016

Ministry of Health & Family Welfare
Government of Rajasthan
RMSCL
"Mukhyamantri Nishulak DavaYojana"
Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India
Phone No: 0141-2228066 , 2228064 Fax No. 0141-2228065 Website: www.rmsc.nic.in
CIN:U24232RJ2011SGC035067 E_mail : edprocurement@gmail.com, and rmsc@nic.in

Ref. No.: F.02(193)/RMSC/PROCUREMENT/DRUG/LIMITED NIB-11/2016/ 979 Dated:25.07.2016

Notice Inviting Limited E-Bid

Limited E-Bid are invited upto 1.30 PM of 02.08.2016 for one time procurement / Risk and Cost Purchase of Drugs and Medicines. Details may be seen in the Bidding Documents at our office or at the website of State Public procurement Portal http://sppp.raj.nic.in, www.dipronline.org, http://eproc.rajasthan.gov.in. , www.rmsc.nic.in and may be downloaded from there.

Executive Director (Procurement)
RMSCL

RAJASTHAN MEDICAL SERVICES CORPORATION LTD. RAJASTHAN

LIMITED E-BID FOR THE ONE TIME PROCUREMENT / RISK AND COST PURCHASE OF DRUGS AND MEDICINES

Bid Reference	F.02(193)/RMSC/PROCUREMENT/DRUG/ LIMITED NIB-11/2016/ 979 Dated:25.07.2016
Last date and time of submission of bid	02.08.2016 upto 1:30 PM
Date and time of opening of bid	02.08.2016 at 2:30 PM
RISL Processing Fees	Rs.1000/-

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GENERAL INSTRUCTION FOR BIDDERS

The bidders are instructed to read the complete bid document carefully. The following points may be noted so that mistakes/lapses/shortcomings during Bid submission may be avoided.

1. ***It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of your bid/ rates is maintained upto bid opening & that your documents are not put to any misuse.***
2. ***Complaints lodged in RMSC should bear signature, name, Id proof and mobile number of the complainant. This is important as RMSC has received many complaints in the past on letter heads of certain companies who later on denied to have made the complaint upon their verification. Rather, a few companies have asked RMSC to take action against those persons who have fraudulently made use of their letter heads. Therefore, unauthenticated complaints may not be acted upon.***
3. ***In case you are given any assurance of any advantage in RMSC, by anybody or if you are directly or indirectly threatened or intimidated of harming your bidding & subsequent work in RMSC, please inform immediately about the same to MD, RMSC or ED(Proc.) RMSC. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person / institution and their details can be put on the website.***
4. ***It is advisable for you to authorize only those persons for RMSC tender who are employed in your company on salary basis.***
5. ***If any firm, etc intends to lodge a complaint against a bidder with regard to bid (bid Condition), it may do so within 21 days of opening of technical bid, in the office of RMSC. After the stipulated period, it will not be possible to act upon the complaint.***
6. The turnover should be as per bid conditions. Do not submit Bid if the turnover of the firm is less.
7. Quote only for the products for which your Product Permission meets the Bid specifications. Do not quote if it differs with regard to any parameter.
8. Quote rate in BOQ for the packing exactly given in annexure VIII. For example if the packing is given for 10x10 tablets, the rate should be quoted for 10x10 tablets, and not for 1 tablet or 10 tablets, similarly if the packing

unit in the Bid specifies 2 ml ampoule (25 ampoules), the rate should be for 25 ampoules and not for 1 ampoule or 10 ampoules.

9. Highlight the quoted items in the documents like Product Permission and Market Standing Certificate, and also mark the item code no. at appropriate place in the documents.

10. The submitted product permission and other documents should be clearly legible. Date of issue of the documents should be clearly legible.

11. Deleted.

12. Deleted.

13. If there is any query in Bid document/uploading process, you may contact
Sh. Deepak sharma, Sr. Manager (Procurement Drugs)Mob.No.-08875298700
Sh. K.K. Moolchandani, Manager (Procurement) Mob.No. 09460764250

RAJASTHAN MEDICAL SERVICES CORPORATION LTD. RAJASTHAN

LIMITED E-BID FOR THE ONE TIME PROCUREMENT / RISK AND COST PURCHASE OF DRUGS AND MEDICINES

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as Bids Inviting Authority unless the context otherwise requires) LIMITED E-BID FOR THE ONE TIME PROCUREMENT / RISK AND COST PURCHASE OF DRUGS AND MEDICINES

1. LAST DATE FOR RECEIPT OF BIDS

(a) Limited E-Bids in single **02.08.2016 at 1.30 PM** by the Rajasthan Medical Services Corporation Ltd, for the supply of drugs and medicines. **Following Bidders are eligible to participate in the particular item as mentioned in column 6 item but name of bidder mentioned in column 5 are not eligible to participate in the particular item due to their risk & cost purchase.**

S. No	Item Description	Item Code	Packing Specification	Firms not eligible for participating in particular items due to their Risk and Cost Purchase	Name of Firms empanelled in RMSC	NIT Reference Number
1	2	3	4	5	6	7
1.	Albendazole Tablets IP 400 mg (Colour: Sunset Yellow FCF in suitable Flavoured Base)	66A	100 x 1 Tablet Strip (Strip of 1 Tablet)	Minopharm Laboratories (P) Ltd	Open for All	F.02(150)/RMSC/PROCUREMENT/DRUG/NIB-03/2015/375 Dated:03.03.2015
2.	Cyclophosphamide Injection IP 200mg	138	10ml glass vial	United Biotech Private Limited	Open for All	F.02(158)/RMSC/PROCUREMENT/DRUG/NIB-08/2015/1069 Dated:07.08.2015
3.	Melphalan tablets IP 5mg	151	25 Tab Bottle	Celon Laboratories Ltd.	Open for All	F.02(156)/RMSC/PROCUREMENT/DRUG/NIB-07/2015/945 Dated:24.06.2015
4.	Frusemide Tablets IP 40mg	254	10x10 Tab Strips	Daffodills Pharmaceuticals Ltd	Open for All	F.02(156)/RMSC/PROCUREMENT/DRUG/NIB-07/2015/945 Dated:24.06.2015
5.	Loperamide Tablets IP 2 mg	269	10 x 10 Tab Strip	Adroit Pharmaceuticals Pvt. Ltd	Open for All	F.02(150)/RMSC/PROCUREMENT/DRUG/NIB-03/2015/375 Dated:03.03.2015

S. No	Item Description	Item Code	Packing Specification	Firms not eligible for participating in particular items due to their Risk and Cost Purchase	Name of Firms empanelled in RMSC	NIT Reference Number
1	2	3	4	5	6	7
6.	Human Anti D Immunoglobulin 150 mcg	304	PFS/ Vial	Bharat Serum And Vaccine Ltd	Open for All	F.02(158)/RMSC/PROCUREMENT/DRUG/NIB-08/2015/1069 Dated:07.08.2015
7.	Succinylcholine Injection IP 50 mg/ml (IV use)	317	10 ml Vial	Kwality Pharmaceuticals Pvt. Ltd.	Open for All	F.02(164)/RMSC/PROCUREMENT/DRUG/NIB-12/2015/1600 Dated:12.10.2015
8.	Methylergometrine Tab IP 0.125 mg	336	10x10 Tab Strip	Medipol Pharmaceuticals I Pvt. Ltd	Open for All	F.02(150)/RMSC/PROCUREMENT/DRUG/NIB-03/2015/375 Dated:03.03.2015
9.	Chlorpromazine Tablets 100 mg (Coated Tablet)	343	10x10 Tab strip	Jackson Laboratories Medipol Pharmaceuticals I Pvt. Ltd	Open for All	F.02(162)/RMSC/PROCURMENT/DRUG/LIMITED NIB-09/2015/1317 Dated: 21.09.2015
10.	Chlorpromazine Tablets IP 50 mg (Coated Tablet)	345	10 x 10 Tab Strip	Zee Laboratories Medipol Pharmaceuticals I Pvt. Ltd	Open for All	F.02(162)/RMSC/PROCURMENT/DRUG/LIMITED NIB-09/2015/1317 Dated: 21.09.2015
11.	Theophylline and Etofylline Injection (Anhydrous Theophylline 50.6mg + Etofylline 169.4 mg)	374	2 ml Amp (25 Ampoules)	Daffodills Pharmaceuticals Ltd	Open for All	F.02(150)/RMSC/PROCUREMENT/DRUG/NIB-03/2015/375 Dated:03.03.2015
12.	Tinidazole Tablets IP 500 mg (Film Coated)	431	10x10 Tab Blister	Medipol Pharmaceuticals I Pvt. Ltd	Open for All	F.02(150)/RMSC/PROCUREMENT/DRUG/NIB-03/2015/375 Dated:03.03.2015
13.	Surgical Spirit IP/BP	449	100 ml bottle (Opaque white colour and wrinkled bottles)	Adroit Pharmaceuticals Pvt. Ltd	Open for All	F.02(166)/RMSC/PROCUREMENT/DRUG/LIMITED NIB-14/2015/1918 Dated: 02.12.2015

S. No	Item Description	Item Code	Packing Specification	Firms not eligible for participating in particular items due to their Risk and Cost Purchase	Name of Firms empanelled in RMSC	NIT Reference Number
1	2	3	4	5	6	7
14.	Etoricoxib Tablets IP 60 mg	494	10x10 Tablet Blister	Omega Biotech Ltd	Open for All	F.02(150)/RMSC/PROCUREMENT/DRUG/NIB-03/2015/375 Dated:03.03.2015
15.	Etoricoxib Tablets IP 120 mg	495	10x10 Tablet Blister	Omega Biotech Ltd	Open for All	F.02(150)/RMSC/PROCUREMENT/DRUG/NIB-03/2015/375 Dated:03.03.2015
16.	Clindamycin Capsule IP 150mg	513	10x10 Capsules strip/Blister	Vivimed Labs Ltd	Open for All	F.02(158)/RMSC/PROCUREMENT/DRUG/NIB-08/2015/1069 Dated:07.08.2015
17.	Neomycin, Polymixin B and Hydrocortisone Ear Drops (Neomycin sulphate 3400 IU, Polymixin B Sulphate 10000 IU, and Hydrocortisone 10 mg per ml) Neomycin and Polymixin B Sulfate and Hydrocortisone Otic Solution USP	588	5 ml Bottle/vial (with separate dropper	Medipol Pharmaceuticals I Pvt. Ltd	Open for All	F.02(150)/RMSC/PROCUREMENT/DRUG/NIB-03/2015/375 Dated:03.03.2015

(b) The E-Bids shall be valid for a Period of 70 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Bid Inviting Authority may request the Bidders to extend the bid validity for another period of 30 days. The Bidder may refuse extension of bid validity without forfeiting the Bid security deposit.

(c) The e-Bids will be received on web-portal of e-procurement of GoR. Every Bidder will be required to pay processing fee of Rs.1000.00 of R.I.S.L. through three separate prescribed challans (***format enclosed in Annexure- I)*** in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country upto 01.08.2016 or through D.D. / bankers cheque in favour of MD, RISL (Bid processing fees) physically in the office of RMSC

by 1.30 PM on 02.08.2016 ***Alternatively bidder may also deposit Bid document fees, Bid security and RISL processing fees by way of e-deposit, through Internet Banking by accessing RMSC website rmsc.nic.in clicking e-deposit icon following the laid down steps; Rs.25 plus applicable service tax will be the per transaction charge to be debited in respective depositor's account after successful e-deposit. Supplier should enclose the generated receipt.*** The bidders shall submit/upload scanned copy of all the challans/DD/ ***e – deposit generated receipt*** in Technical Bid**.** Bids will be opened only after ensuring receipt of processing fees. In the absence of processing fees the Bids will be rejected and will not be opened.

Note:- (I) ***There is no option of online payment of, processing fee, on e-procurement portal. Therefore the bidder is advised to submit the processing fees through internet banking only by accessing RMSC website www.rmsc.nic.in.***

Click on offline mode (either DD or BC) on e procurement portal for the purpose of bid uploading only.

(d) **The supply, without logo and with brand name may be accepted.**

2. ELIGIBILITY CRITERIA

(a) Bidder shall be a manufacturer having valid own manufacturing license or direct importer holding valid import license. Distributors/ Suppliers / Agents are not eligible to participate in the Bids.

(b) Average Annual turnover (for drugs and medicines including Surgical and sutures Business) in the last three financial years (2011-12, 2012-13 and 2013-14 or 2012-13, 2013-14 and 2014-15) shall not be less than Rs. 20 Crores. For SSI units of Rajasthan, the average annual turnover in the last three financial years (2011-12, 2012-13 and 2013-14 or 2012-13, 2013-14 and 2014-15) should not be less than Rs. 2 Crores. For drug items falling in the category of Disinfectants & Antiseptics, Eye preparations and Ear drops etc. (For item code 449, 588) the average annual turnover of last three years should not be less than Rs. 2 Cr.

Explanatory Note:-

1) **The merger / amalgamation / transfer of business / transfer of assets / share in sister concern / share in joint venture etc. of a firm affect the bid condition relating to 'Turnover' in preceding years. The eligibility of a bidder in this regard shall be ascertained by the Purchase Committee on the basis of the above stated agreement / BOD resolution / CA certificate or any other document(s) annexed with the tender documents and the decision of Purchase Committee shall be final.**
2) **The amount shown as Turnover in the tender should be the amount as per VAT Act / other Acts and necessary documents / certificates shall be annexed with tender documents and accordingly eligibility of a bidder in this regard shall be ascertained by the Purchase Committee**.

(c) Bidder should have at least 3 years market standing as a manufacturer for the items quoted in the bid, on the date of bid opening. ***The bidder should also have manufactured at least 3 commercial batches of the quoted drug every year in the last 3 consecutive years for item code 66A, 269, 336, 374, 431, 494, 495, 588 [As per Annexure XIII(A)] and for item code 138, 151, 254, 317, 304 and 513 [As per Annexure XIII(B)]***. In the case of imported products, the product should have minimum 3 years standing in the market. The importer should have at least 3 years standing as manufacturer/ importer of drugs in general. ***Imported drugs shall be accepted in brand name also.***

Eplanatory Note:

The merger / amalgamation / transfer of business / transfer of assets / share in sister concern / share in joint venture etc. of a firm affect the bid condition relating to 'Past Performance' / 'Market Standing Certificate' in preceding years. The eligibility of a bidder in this regard shall be ascertained by the Purchase Committee on the basis of the above stated agreement / BOD resolution / CA certificate or any other document(s) / certificates which shall be annexed with the tender documents.

(d) Bidder should have permission to manufacture the item /drug quoted as per specification given in the Bid, from the competent authority.

(e) Bid should not be submitted for the product/products for which the concern/company stands blacklisted/banned/debarred either by Bid inviting Authority or Govt. of Rajasthan ***or its departments*** on any ground.

The Bid should not be submitted for those products also for which the concern/company stands blacklisted/banned/debarred by any other State/Central Govt. or ***it's any agencies*** (central Drugs procurement agencies) on the ground of ***conviction by court of law or the products being found spurious or adulterated.***

(f) The concern/company/firm which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority (RMSC) or Govt. of Rajasthan ***or its departments*** on the date of bid submission, shall not be eligible to participate in the Bid.

The concern/company/firm which stands blacklisted/banned/debarred on the ground of ***conviction by court of law or the products being found spurious or adulterated*** by any other State /Central Government or ***it's any agencies*** (central Drugs procurement agencies) shall also not be eligible to participate in the Bid. **For Specific cases regarding other quality issues the purchase committee of RMSC may decide the case on merit basis.**

(g) If any product/products of a company/firm have been declared as not of standard quality, as per Drugs & Cosmetics Act during last 2 years anywhere, such concern/company/firm shall not be eligible to participate in Bid for such product/products. If any company/firm is found to have any such product quoted in the Bid, the product shall be blacklisted for 2 years.

(h) The concern/firm/company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company shall also not be eligible to participate in the Bid.

(i) If a company has two or more separate manufacturing units at different sites/states, the company will be allowed to submit only one Bid for all units but necessary document regarding separate manufacturing units will be submitted as a separate set with the same Bid. But a bidder will be allowed to submit only one offer for one product.

3. PURCHASE PREFERENCE

i. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However these units will be required to participate in Bidding process and match L-1 price.

ii. **Comparison of rates of firms outside and those in Rajasthan:-**

While tabulating the Bids of those firms which are not entitled to price preference, the element of Rajasthan VAT shall be excluded from the rates quoted by the firms of Rajasthan and the element of CST shall be included in the rates quoted by the firms of outside Rajasthan. In such case if the price of any commodity being offered for sale by firms in Rajasthan is the same or lower (excluding Rajasthan VAT) than the price of firm outside Rajasthan (including element of CST), the commodity shall be purchased from the firm in Rajasthan.

iii. VAT on drugs and medicines are exempted in Rajasthan. RMSCL will issue necessary exempted certificate.

iv. RMSC will also issue "C-certificate" in case of interstate supply. Therefore concessional CST should be charged

4. GENERAL CONDITIONS

i. At any time prior to the date of submission of Bid, Bid Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Bidder, modify the condition in Bid documents by amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority may at his discretion, extended the date and time for submission of Bids.

ii. Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority.

iii. In case any document submitted by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and BID Security Deposit/Performance Security will be forfeited. Bidder/his representative may also be blacklisted/banned/debarred. Report with police station may also be filed against such bidder/his representative.

5. TECHNICAL BID

The Bidder is required to produce the following document with Bid :

1. Completed Annexure-V (Declaration & Undertaking).
2. Product Permission (issued by the licensing Authority) of quoted product. Import License (Form 10) for imported product.
3. Market Standing Certificate (issued by the licensing Authority) of quoted product. (For Importer bill of entry, sale invoices etc.)
4. Performance statement (As per Annexure XIIIA or XIIIB as required).
5. Annual turnover statement
6. Good manufacturing practices Certificate (GMP) as per revised Schedule –'M' or WHO-GMP (WHO - Good manufacturing practices Certificate) (as required)
7. BOQ (Price Bid).
8. RISL Processing Fees.

The Bid shall be rejected if any of the above is not submitted. The Bidder should possess the following and would be required to produce the same as and when demanded. However, these may not be submitted with bid.

(a) Bidders are allowed the option to quote for anyone item or more items as mentioned in bid (list of medicines proposed to be purchased at Annexure-VI).

(b) Documentary evidence for the constitution of the company/Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.

(c) Copy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the Bid. The license must have been duly renewed/ valid up to date and the items quoted shall be clearly highlighted in the license.

(d) Valid import license in Form 10 with Form 41 (as per Rule 122A of Drugs and Cosmetics Act), if the product is imported; valid license for the sale of Drugs imported by the firms issued by the licensing authority.

(e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Bidder.

(f) Authorization/nominating a responsible person of the Bidder to transact the business with the Bid Inviting Authority **with photograph in Annexure V.**

(g) Bidder should have at least 3 years market standing as a manufacturer for the items quoted in the bid.

For imported items, the quoted item should have 3 years market standing, for which bills of entry, sale invoices, etc should be submitted to establish the claim when demanded. The importing firm should have 3 years standing as importer / manufacturer of medicines in general. The manufacturer may submit his licence or Market Standing Certificate to establish 3 years standing; The importer firm may submit Bills of entry, etc of same or other Surgical /Drugs to establish the market standing of the firm. The bidder shall submit valid import license for direct import of the quoted item.

(h) Market Standing Certificate issued by the Licensing Authority / competent authorities as a Manufacturer for the product for last 3 years (Certificate should be with list of items). For imported items, the quoted item should have 3 years market standing, for which bills of entry, sale invoices, etc should be submitted when demanded to establish the claim. The importing firm should have 3 years standing as importer / manufacturer of medicines in general. The manufacturer may submit his licence or Market Standing Certificate to establish 3 years standing; the importer firm may submit Bills of entry, etc of same or other drugs to establish 3 years for importing the items and to establish the market standing of the firm. **The MSC should not have been issued by competent authority more than 2 years old as on the last date of bid submission.** The market standing of products containing Paracetamol 500 mg shall be accepted in tablet combination where Paracetamol 325 mg is specified. However, for all above, the firm has to submit with bid, the product permission (from the Licensing Authority) as per bid specifications of the RMSC formula.

(i) Non-conviction Certificate issued by the Drugs Controller of the State. It should be recent and not more than one year old.

(j) ***For item code 66A, 269, 336, 343, 345, 374, 431, 449, 494, 495, 588-*** Good manufacturing practices Certificate (GMP) as per revised Schedule –'M', or WHO-GMP Certificate issued by the Licensing Authority. The GMP certificate must not be older than one year from the due date of Bid submission in the case where validity is not mentioned in the certificate. The Bidder shall also furnish an undertaking in the format given in Annexure-V point no.8 declaring that the Bidder complies with the requirements of GMP (as per revised Schedule-'M'). The Importer should produce WHO- GMP /COPP of the manufacturing firm or a certificate which is at par with WHO-GMP issued by exporting countries like US- FDA approval, etc. In the case of imported drugs, labels and product literature of all quoted products must be submitted.

For item code 138, 151, 254, 304, 317, 513- WHO-GMP (WHO - Good manufacturing practices Certificate) Certificate issued by the Licensing Authority. The WHO-GMP certificate must not be older than one year from the due date of Bid submission in the case where validity is not mentioned in the certificate. ***The WHO-GMP certificate of all the manufacturing plants, of which products have been quoted, should be submitted.*** The Bidder shall also furnish an undertaking in the format given in Annexure-VII point no.8 declaring that the Bidder complies with the requirements of WHO-GMP. The Importer should produce WHO-GMP /COPP of the manufacturing firm or a certificate which is at par with WHO-GMP issued by exporting countries like US- FDA approval, etc. In the case of imported drugs, labels and product literature of all quoted products must be submitted.

(k) Annual turnover statement for 3 years i.e., 2011-12, 2012-13 and 2013-14 or 2012-13, 2013-14 and 2014-15 in the format given in Annexure-III certified by the practicing Chartered Accountant.

(l) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2011-12, 2012-13 and 2013-14 or 2012-13, 2013-14 and 2014-15 duly certified by the practicing Chartered Accountant.

Explanatory Note:-

1) The merger / amalgamation / transfer of business / transfer of assets / share in sister concern / share in joint venture etc. of a firm affect the bid condition relating to 'Turnover' in preceding years. The eligibility of a bidder in this regard shall be ascertained by the Purchase Committee on the basis of the above stated agreement / BOD resolution / CA certificate or any other document(s) annexed with the tender documents and the decision of Purchase Committee shall be final.

2) **The amount shown as Turnover in the tender should be the amount as per VAT Act / other Acts and necessary documents / certificates shall be annexed with tender documents and accordingly eligibility of a bidder in this regard shall be ascertained by the Purchase Committee**.

(m) VAT/Sales Tax Clearance certificate (copies of latest challans), as on ***31.03.2016.***

(n) Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from the registration provided they produce the copy of appropriate notification.

(o) A copy of PAN issued by Income Tax Department.

(p) Undertaking that the manufacturer has not been blacklisted, the product has not been declared as not of standard quality during last two years, it's manufacturing capacity and other details required on a format mentioned at Annexure-V.

6. <u>PRICE BID</u> –

The price bid will also be known as financial document and every bidder will be required to submit its price in excel format attached to the bid document (BOQ). **BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this bid. Bidders are allowed to enter the bidder name and values only**. **The bidder should quote rate for the mentioned packing unit only.**

7. **OPENING OF FINANCIAL BID**

The Bid will be scrutinized by Bid evaluation committee and inspection of manufacturing unit for compliance of GMP / WHO-GMP may be carried out by technical committee. Price Bid (BOQ) of the ***Bidder*** found eligible on satisfying the criteria for technical evaluation and inspection, will only be opened.

8. **BID SECURITY (DELETED)**

9. **OTHER CONDITIONS**

1. The orders will be placed by the Managing Director or any officer designated, Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
2. The details of the required drugs, medicines, etc., are shown in **Annexure-VI.** The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination.
3. Bid has been published with the **generic names of drugs**. The Bidders should quote the rates for their products. The composition and strength of each product should be as per details given in **Annexure-VI.** Any variation, if found, will result in rejection of the Bid. The products should conform to the specified standards IP/BP/USP. In case the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing.
4. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales tax) should be quoted for each of the required drugs, medicines etc., separately on door delivery basis according to the unit ordered. Bid for the supply of drugs, medicines, etc. with conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful Bidders. No quantity or cash discount should be offered.
5. **The supply, even without logo and with brand name shall be accepted. The price should not appear on the label.**

6. The rates quoted and accepted will be binding on the Bidder during validity period of the bid and any increase in the price (except increase due to Excise Duty or any other statutory taxes) will not be entertained.
7. No Bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him after last date fixed for receipt of bid. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.
8. The rates should be quoted only for the composition stated in the Bid.
9. Supplies should be made directly by the bidder and not through any other agency.
10. The Bidder shall allow inspection of the factory at any time by a team of Experts/Officials of the Bid Inviting Authority and or of the Govt. of Rajasthan. The Bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for any such inspection, its Bids will be rejected.

10. ACCEPTANCE OF BID

1. The Bid evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the Bid with reference to various criteria.
2. Bid Inviting Authority reserves the right to accept or reject the Bid for the supply of all or any one or more items of the drugs Bided for in a Bid without assigning any reason.
3. Bid Inviting Authority, or his authorized representative (s) has the right to inspect the factories of Bidders, before, accepting the rate quoted by them, or before releasing any purchase order(s), or at any point of time during the continuance of Bid and also has the right to reject the Bid or terminate/cancel the purchase

orders issued and or not to reorder, based on adverse reports brought out during such inspections.

4. The acceptance of the Bids will be communicated to the successful Bidders in writing by the Bid inviting authority.
5. The approved rates of the successful Bidders would be valid for 90 days ***(w.e.f date of letter of acceptance)***
6. ***Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.***

11. PERFORMANCE SECURITY

The Successful Bidders shall be required to pay performance Security Deposit @ 5% of the Contract value. Performance security will not be taken from undertaking, corporation of GoI & GoR.. The SSI Units of Rajasthan shall be required to pay Performance security @ 1% of the contract value.

The performance guarantee should be paid upfront in respect of each contract on or before the due date fixed by Bid inviting authority in the form of Bank Guarantee **(Performa given in Annexure X)** in case the amount exceeds Rs 1 Lakhs. For amount of upto 1 Lakhs it should be deposited in the form of demand draft/bankers cheque issued by a scheduled bank (the validity of bank guarantee should be for a period of twelve month from the date of issuance of Bank Guarantee) in favor of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Bid inviting authority before releasing the purchase order by the ordering authority.

Performance Security shall remain valid and refunded 60 days beyond the date of completion of all contractual obligations or after 12 months from the date of issuance of letter of acceptance, whichever is later.

12. AGREEMENT

a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation letter of interest by the Bid Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd**. The Specimen form of agreement is available in **Annexure-**

IV, failing to submission of performance security and execution of agreement within 10 days as stipulated, will result in consequential action.

b) The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part thereof to any person or persons whatsoever.

c) All notices 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 Bidder if delivered to him or left at the premises, places of business or abode.

13. SUPPLY CONDITIONS

1. Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority. Drugs and Medicines will be supplied at 34 District drug ware houses and 6 Medical College Warehouses of Rajasthan.
2. The supplier shall supply the entire ordered quantity before the end of 30 days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day. For drug items requiring sterility test and imported ones, the supply period will be **45** days from the date of issue of purchase order.
3. All supplies will be scheduled for the period from the date of purchase order till the completion of the bid in installments, as may be stipulated in the purchase order.
4. **Shelf Life**: The remaining shelf life of the drugs at the time of delivery should not be less than ¾ of the labeled shelf life. Quality Assurance: The supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made; (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per cGMP included in Schedule M of Drugs & Cosmetic Rules.

   In case of imported items the remaining shelf life of 60% or more may be accepted with an undertaking that the firm will replace the unused expired stores with fresh goods. However, firms supplying drugs with remaining shelf life of 75% or more need not submit such undertaking.

5. The protocol of the tests should include the requirements given in I.P for tablets / capsules and those required specifically for the product specifications. The Bidder must submit its Test/ Analysis Report for every batch of drug along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of drugs will be returned back to the supplier and he is bound to replenish the same with approved laboratory test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.
6. The Drugs and medicines supplied by the successful Bidder shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the Bid documents.
7. If supplies are not fully completed in 30 days from the date of the Purchase Order (***45*** days for drugs of the category of serum, vaccine, enzymes, blood grouping reagents, biological products, powder for injections and imported drugs), the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the drugs at the Warehouse specified in the Purchase Order and if the drugs supplied at a designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.
8. If the supplier fails to execute at least 50% of the quantity mentioned in single purchase order and such part supply continues for three consecutive Purchase orders, then the supplier will be ineligible to participate in any of the Bids for particular items of drugs/medicines for a period of one year immediately succeeding year in which supplier has been placed Purchase order.
9. If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources **(such as Public Sector undertakings at their rates, empanelled bidders, and bidders who have been technically qualified in the said bid)** or in the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Bid inviting authority has every right to recover the cost and impose

penalty as mentioned in Clause 19, apart from terminating the contract for the default.

10. The order stands cancelled after the expiration of delivery period, and if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the performance security and shall invite other penal action like blacklisting/Debarring disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority.
11. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
12. If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire. storm, tempest or other exceptional cause on a specific request made by the Bidder within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes.
13. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Bid Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of "Customs" or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Bidder Inviting Authority.
14. ***If the supplier , or any of its approved items gets debarred/banned/blacklisted in any states after entering into agreement with RMSC, it shall be the responsibility of the supplier to inform RMSC without any delay about the same.***

14. LOGOGRAMS / Markings

Logogram means, wherever the context occurs, the design as specified below:-

DESIGNS FOR LOGORAMS

INJECTIONS

Injection in ampoule form should be supplied in Double constructed neck ampoules with the lable bearing the words **"Rajasthan Govt. Supply- Not for sale** निःशुल्क वितरण हेतु, **QC – Passed"** overprinted and the following logogram which will distinguish from the normal trade packing. Name of drug should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.

The vials should be supplied with aluminum seals containing the following logogram:

LIQUIDS

Liquid preparations should be in bottles with pilfer-proof caps bearing the following logogram:

The top of the cap and the label to be affixed on the containers should bear a distint colour different from the colour of the label of the trade packs and they should be overprinted in red colour with the words **"Rajasthan Govt. Supply- Not for Sale निःशुल्क वितरण हेतु, QC – Passed"** and the logogram. Name of drug should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.

OINTMENTS & CREAMS

Ointments & Creams should be supplied in tubes bearing the following logograms and the words **"Rajasthan Govt. supply- Not for sale निःशुल्क वितरण हेतु, QC – Passed"** overprinted. Name of drug should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.

TABLETS & CAPSULES

Tablets and Capsules should be supplied in Strips or Blisters or as mentioned in the list of items for bid. The strip, etc, should bear the following logograms and the words **"Rajasthan Govt. supply- Not for sale** निःशुल्क वितरण हेतु, **QC – Passed"** overprinted. Name of drug should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.

SPECIMEN LABEL FOR OUTER CARTON

SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF DRUGS

RAJASTHAN GOVT. SUPPLY
NOT FOR SALE

(Name of Drugs etc.)

CONSTITUENTS OF……..
Name of the Drug, Manufactured by, Batch no
Mfg.Date, Exp. Date, Quantity/Kit

Net. Weight:……..Kg

Manufactured by/Assembled by

The name of the drug shall be mentioned in Hindi and English and should be legible and be printed more prominently. **A uniform colour theme and artwork will be necessary.** Apart from this "F**or Govt. of Rajasthan – Not for Sale** निःशुल्क वितरण हेतु, **QC – Passed"** along with logo of RMSCL will be printed on each strip/label of the bottle. The storage directions should be clear, legible and preferably with yellow highlighted background.

1. Bids for the supply for Drugs and medicines etc., shall be considered only if the Bidder gives undertaking in his Bid that the supply will be prepared and packed with the logogram printed on the strips of tablets and capsules and labels of bottles, ampoules and vials etc., as per the design mentioned above.
2. All tablets and capsules have to be supplied in standard packing in aluminum strip or blisters with aluminium foil back with printed logogram and shall also conform to schedule P1 of the Drugs & Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.
3. Labels of Vials, Ampoules and Bottles containing the items Bided for should also carry the logogram.
4. Failure to supply Drugs etc., with the logogram will be treated as breach of the terms of agreement and liquidated damages will be deducted from bills payable as per conditions in Clause 18.2 Bidders who are not willing to agree to conditions above will be summarily rejected.
5. In case of imported drugs affixing rubber stamp on the original label is allowed with indelible ink on inner most and outer packing.

Note – The supply without logo and with brand name may be accepted.

15. PACKING

1. The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause -14. The labeling of different packages should be as specified below. The packing in each carton shall be strictly as per the specification mentioned. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
2. The pediatric drops should always be supplied with dropper. A measuring cap with suitable markings must be provided for other pediatric oral liquid preparations.
3. The labels in the case of injectables should clearly indicate whether the preparations are meant for IV, IM, SC, etc.
4. Injection vials should have flip off seals.
5. All plastic containers should be made of virgin grade plastic.

6. The name of the drug should be printed in clearly legible bold letters (It is advisable that the colour of font be different from other printed matter to make the name highly conspicuous.
7. It should be ensured that only first hand fresh packaging material of uniform size is used for packing. All packaging must be properly sealed and temper proof.
8. All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act.
9. Packing should be able to prevent damages or deterioration during transit.
10. In the event of items supplied found to be not as per specifications in respect of their packing, the Ordering Authority is at liberty to make alternative purchase of the item for which the purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier. In such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 18.2 and 19.

I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES GENERAL SPECIFICATIONS

No corrugate package should weigh over 15 kgs (i.e. product + inner carton + corrugated box).

All items should be packed only in first hand strong boxes only.

Every corrugated box should preferably be of single joint and not more than two joints.

Every box should be stitched using pairs of metal pins with an interval of two inches between each pair.

The flaps should uniform meet but should not overlap each other. The flap when turned by 45-60 should not crack.

Every box should be sealed with gum tape running along the top and lower opening.

CARRY STRAP:

Every box should be strapped with two parallel nylon carry straps (they should intersect.)

-

LABEL:

Every corrugated box should carry a large outer label clearly indicating that the product is for "Rajasthan Govt. Supply-Not for Sale".

The Product label on the cartoon should be large, atleast 15 cms x 10 cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry quantity packed and net weight of the box.

OTHERS:

NO box should contain mixed products or mixed batches of the same product.

II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS/CAPSULES/PESSARIES

1. The total weight of the box should be approx of 7-8 Kgs.

III. SPECIFIATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 100 ml AND BELOW 1 LIT.

1. All these bottles should be packed only in single row with partition between each and also with top and bottom pad of 3 ply.

IV. SPECIFICATION FOR IV FLUIDS

Each corrugated box may carry maximum of only 24 bottles of 500 ml in a single row or 50 bottles of 100 ml in 2 rows with individual sealed polythene cover and centre partition pad, top and bottom pads of 3 ply.

V. SPECIFICATION FOR LIQUID ORALS

100 bottles of 50 ml or 60 ml may be packed in a single corrugated in 2 rows with top, bottom and centre pad of 3 ply.

50 bottles of 100 ml – 120 ml may be packed in a similar manner in a single corrugated box.

If the bottles are not packed in individual carton, 3 ply partition should be provided between each bottle. The measuring device should be packed individually.

VI. SPECIFICATION FOR OINTMENT/CREAM/GELS PACKED IN TUBES:

No corrugated box should weigh more than 7-8 Kgs.

Every Ointment/Cream/Gel tube should be individually packed in carton and then packed in 20's in a grey board box, which may be packed in a corrugated box.

VII. SPECIFICATIONS FOR INJECTION (IN VIALS AND AMPOULES)

Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 Kgs.

In the case of 10 ml Ampoules or 50 ampoules may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.

If the vial is packed in individual cartoon, there is no necessity for grey board box packing. The individual cartoon may be packed as such in the CB with centre pad.

In case of ampoules every grey board box should carry 5 amps alongwith Cutters placed in a polythene bag.

Vials of eye and ear drops should be packed in a individual cartoon with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a grey board box.

VIII. SPECIFICATION FOR ORS

The sachets should be of Aluminium Foil laminated with glassin or heat sealable plastic film, Outer paper may contain label information.

50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.

IX. LYSOL

Not more than four 5 liters cans may be packed in a single Box.

16. <u>QUALITY TESTING</u>

1. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for testing. (The samples would be sent to different empanelled laboratories for testing by the ordering authority after coding). The RMSC will deduct a sum of 1.5% from the amount of bill payable to supplier on account of handling and testing charges.
2. The Drugs shall have the active ingredients within the permissible level throughout the shelf life period of the drug. The samples may also be drawn

periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.

3. In the event of the samples of the Drugs and medicines supplied failing quality tests or found to be not as per specification the ordering authority is at liberty to make alternative purchase of items of drugs and medicines for which the Purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 19.
4. The supplier shall furnish to the purchaser the evidence of bio-availability and/or bio-equivalence for certain critical drugs when asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.
5. The products should conform to the standards of IP/BP / USP as the case may be. In case the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported drugs respective countries pharmacopeia standards shall be acceptable (even if the product is official in IP)

17. PAYMENT PROVISIONS

1. No advance payment towards costs of drugs, medicines etc., will be made to the Bidder.
2. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory and analytical laboratory report regarding quality, the payment would be made in 30 days. (Annexure- VIII & IX)
3. The in charge of district drug warehouse (DDW) will acknowledge the drugs received & ensure entry in e- Aushdhi software online. .
4. All bills/ Invoices should be raised in duplicate and in the case of excisable Drugs and Medicines, the bills should be drawn as per Central Excise Rules in

the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW.

a. In house test report of drug.
b. The challan / invoice copy pertaining to DDW

5. Payments for supply will be considered only after supply of 70% of items of Drugs ordered in the Purchase Order .However, the payment will be released only for the quantity in case of which the quality test report from approved test laboratories of RMSC has been received and found of standard quality.
6. If at any time during the period of contract, the price of Bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority immediately about it. Ordering authority 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.

In case the price of a drug fixed by NPPA (Govt of India) under applicable DPCO is less than the RMSC contract price, the supplier shall be bound to make the supplies of such items at price fixed by the Govt.

7(a) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of Bids and during the Bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Drugs approved under the Bid. For claiming the additional cost on account of the increase in Excise Duty, the Bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty 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 essential drug, as notified by the Govt., after the date of submission of Bid, the quantum of the price to the extent of reduction of essential drug will be deducted without any change in the basic price of the price structure of the drugs approved under the Bid.

7(b) In case of successful bidder has been enjoying excise duty exemption on any criteria of Turnover etc., such bidder will not be allowed to claim excise duty at

later point of time, during the tenure of contract, when the excise duty is chargeable on goods manufactured.

8. (i) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.

   (ii) The purchase Officer may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.

   (iii) **Extension in delivery period:-** 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 stores which the Bidder has failed to supply:-

a) Delay upto 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%

Note:- 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 liquidated damages shall be 10%.

9. If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, ears, fire, storm, tempest or other exceptional cause, on a specific request made by the Supplier, the time for effecting delivery may be extended by the Purchaser surely at his discretion for such period as may be considered reasonable by the Purchaser. No further representation from the Supplier will be entertained on this account.

10. If the firm is Blacklisted/Debarred by State Govt. of Rajasthan during rate contract period/ after rate contract period, the firm has to follow below mentioned conditions:-

- Further Purchase orders should not be placed to firm.
- Purchase orders in process shall be cancelled.

- All unconsumed stock from DDWs should be lifted on the cost of firm.
- If payment is made for unconsumed stock it should be recovered from firm.
- All rate contracts should be cancelled.

18. DEDUCTION IN PAYMENTS:

1. If the supply is received in damaged conditions it shall not be accepted.
2. All the Bidder are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Bid conditions a separate damages will be levied @ 2% irrespective of the ordering authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause **No.15.10.**

19. QUALTIY CONTROL DEDUCTION&OTHER PENALTIES:

1. If the successful Bidder fails to execute the agreement and/or to deposit the required performance security within the time specified or withdraws his Bid after the intimation of the acceptance of his Bid has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Bid security Deposit deposited by him along with his Bid, shall stand forfeited by the Bid Inviting Authority and he will also be liable for all damages sustained by the Bid Inviting Authority apart from **blacklisting/ debarring the supplier.**

2. If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days from the issue of letter from ordering authority the information of which may be communicated by e- mail. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD DRUGS IF THE SUPPLIER does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD drugs within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charge calculated @ 2% per week on the value of the drugs rejected till such destruction. ***The supplier shall replace the stock of NOSQ goods with fresh goods upon intimation to do so by the ordering authority.***

3. The supplier will not be entitled to any payment whatsoever for Items of drugs found to be of NOT OF STANDARD QUALITY whether consumed or not consumed and the ordering authority is entitled to deduct the cost of such batch of drugs from the any amount payable to the Bidder. On the basis of nature of failure, the product/supplier will be moved for Black Listing.
4. For supply of drugs of NOT OF STANDARD QUALITY the respective Drugs Controller will be informed for initiating necessary action on the supplier and that the report of product shall be sent to the committee for appropriate action including blacklisting.
5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied drugs, medicines etc., shall be final and binding.
6. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.
7. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
8. Non performance of any contract provisions shall be examine and may disqualify the firm to participate in the future Bids.
9. In the event of making ALTERNATIVE PURCHASE, as specified in Clause **13.10, Clause 15.10 and in Clause 16.3** the penalty will be imposed on supplier apart from forfeiture of Security Deposit. The excess expenditure over and above contracted process incurred by the ordering authority in making such purchases from any other sources or from the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the performance security or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier ***and provided further that such amount to be levied as per penalty form supplier on account of non-supply shall not be less than 10% of the value of non-supplied even when rates***

in alternative purchase method are lower / equivalent to rates in original tender.

10. In all the above conditions, the decision of the Bid Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and binding; in case of any dispute regarding all cases under Bid procedure or in any other non-ordinary situation and would be acceptable to all.
11. All litigations related to the supplier for any defaults will be done by Bid Inviting Authority and his decision will be final and binding.
12. In the case of litigation as per court decision/award by arbitrator, if any amount of interest is payable/receivable etc. then RMSC will charge interest@9% per annum simple interest and it will be payable @ 6% per annum simple interest only.

20. **EMPANELMENT OF FIRMS (Deleted)**

21. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

22. JURISDICTION

In the event of any dispute arising out of the Bid or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honorable High Court (Jaipur Bench **only**).

23. CORRECTION OF ARITHMETIC ERRORS:

Provided that a financial bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

(i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.

(iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

24. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

(i) At the time of award of contract, the quantity of Drugs, originally specified in the bidding documents may be increased or decreased. There will not be any minimum quantity guaranteed against bid quantity. The bid quantity is only indicative. Actual purchase can be more or less than the bid quantity based on actual consumption in the hospitals during Rate Contract period.

(ii) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

(iii) However a bidder is bound to supply up to quantity indicated in bid document, considering the total production capacity & capacity dedicated to RMSC. Moreover, the actual purchases beyond Bid quantity may be made keeping in view the supply commitment of bidder to corporation.

25. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT (IN CASE OF PROCUREMENT OF GOODS):

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted and declared successful L-1 bidder. However, when the quantity of drugs the subject matter of procurement is very large may not be in the capacity of the bidder, whose bid is accepted,

to deliver the entire quantity of drugs or when it is considered that the drugs being of critical and vital nature, in such cases, the quantity of drugs may be divided between the bidders, whose bid are accepted and the second lowest bidder or even more bidders in that order.

26. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

The Designation and address of the First Appellate Authority is Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan.

The Designation and address of the Second Appellate Authority is Principal Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan and Chairman, RMSCL.

i. Filling an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

ii. The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

iii. 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.

iv. Appeal not to lie in certain cases

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

(a) Determination of need of procurement;

(b) Provision limiting participation of Bidders in the Bid process; (c) The decision of whether or not to enter into negotiations;

(d) Cancellation of a procurement process;

(e) Applicability of the provisions of confidentiality.

v. Form of Appeal

(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 authorised representative.

vi. Fee for filling appeal

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

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

vii. Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate

Authority, as the case may be, shall,-

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

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

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

(d) The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.

27. COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:

Any person participating in a procurement process shall-

a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

c) Not indulge in any collusion, Bid rigging or any-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;

f) Not obstruct any investigation or audit of a procurement process;

g) Disclose conflict of interest, if any; and

h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

-

Conflict of interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of interest is considered to be a situation in which a party has inter4ests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

I. A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process if, including but not limited to:

a. Have controlling partners/shareholders in common; or

b. Receive or have received any direct or indirect subsidy from any of them; or

c. Have the same legal representative for purposes of the Bid; or

d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired0 by the Procuring Entity as engineer-in0chage/ consultant for the contract.

Managing Director
Rajasthan Medical Services Corporation

ANNEXURE-I

Annexure - 1

41

CAUTION : USE "FCMBR" MENU OPTION IN FINACLE INSTEAD OF "TM"

Bank Copy

punjab national bank

DIST. NO.

Branch	
Institute Name	Rajasthan Medical Services Corporation, Jaipur
Institute ID	RMSCJ - A/c No. 2246002100024414
Date of Deposit	DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name	
Tender Ref. No.	
Type of Deposit	Select any one out of - Tender Fees/EMD/SD/Tender Processing fees/Others
Mobile No.	

Cash Deposit:

Denomination	₹	Ps
1000 *		
500 *		
100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
Total		

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹
Commission ₹ 0 0 0 0 0 - 0 0
Total amount ₹ -

Amount (in words): ₹ _____

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

Customer Copy

punjab national bank

DIST. NO.

Branch	
Institute Name	Rajasthan Medical Services Corporation, Jaipur
Institute ID	RMSCJ - A/c No. 2246002100024414
Date of Deposit	DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name	
Tender Ref. No.	
Type of Deposit	Select any one out of - Tender Fees/EMD/SD/ Tender Processing fees/Others
Mobile No.	

Cash Deposit:

Denomination	₹	Ps
1000 *		
500 *		
100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
Total		

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹
Commission ₹ 0 0 0 0 0 - 0 0
Total amount ₹ -

Amount (in words): ₹ _____

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

-

ANNEXURE-II
Ref. Clause No.8

Format of Affidavit
(On Non Judicial Stamp Paper of Rs. 10/-)

I……S/o……Age……..Yrs……. residing at……Proprietor/Partner/Director of M/s……do hereby solemnly affirm and declare that:

(a) My/Our above noted enterprises M/s…… has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the Districts Industries Center……The acknowledgement No. is…….dated…….and has issued for Manufacture of following items.

(i)
(ii)
(iii)
(iv)
(v)

(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place…….

Signature of Proprietor/Director
Authorized Signatory with Rubber Stamp and date

VERIFICATION

I……S/o…….Aged…….Yrs …….residing at……Proprietor/Partner/Director of M/s……verify and confirm that the contents at (a), (b) & (c) above are true and correct to the best of my knowledge and nothing has been concealed therein. So help me God.

DEPONENT

-

ANNEXURE-III
Ref. Clause No. 5 (m)

ANNUAL TURN OVER STATEMENT

The Annual Turnover ***(for drugs and medicines including Surgical and sutures Business)*** of M/s._____for the past three years are given below and certified that the statement is true and correct.

S.No.	**Years**	**Turnover in Lakhs (Rs)**
1	2011-12	
2	2012-13	
3	2013-14	
Total		**Rs.** **Lakhs**
Average turnover per annual		**Rs.** **Lakhs**

or

S.No.	**Years**	**Turnover in Lakhs (Rs)**
1	2012-13	
2	2013-14	
3	2014-15	
Total		**Rs.** **Lakhs**
Average turnover per annual		**Rs.** **Lakhs**

Date:

Seal:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

-

ANNEXURE-IV
Ref. Clause No.12(a)

AGREEMENT

This Deed of Agreement is made on this _____day of _____2016 by M/s._____ represented by its Proprietor/Managing partner/Managing Director having its Registered Office at _____and its Factory Premises at _____

(hereinafter referred to as "Supplier" which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the Contract) on one part and Rajasthan Medical Services Corporation Ltd, represented by its Executive Director (P) having is office at Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (hereinafter referred to as "The Purchaser" which term shall include its successors, representatives, executors assigns and administrator unless excluded by the Contract) on the other part.

Where as the Supplier has agreed to supply to the Purchaser, the Drugs and Medicines with specifications mentioned in the Schedule attached here to at the prices noted there in and in the manner and under the terms and conditions here in after mentioned and where as the Supplier has deposited with the Purchaser a sum of Rs_____(Rupees only) as Performance Security 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 presents witness that for carrying duly and faithfully to perform it. Now these presents witness that for carrying out the said Agreement in this behalf into execution the Supplier and the Purchaser do hereby mutually covenant, declare, contract and agree each of them with the other of them in the manner following, that is to say,

1. 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 rate contract cum supply for Drug & Medicines For Rajasthan Medical Services Corporation, the instruction to Bidders, the conditions of Bid, acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.

2. (a) The Agreement is for the supply by the Supplier to the Purchaser of the Drug and Medicines specified in the agreement on the terms and conditions set forth in the Agreement.

   (b) This Agreement shall be deemed to have come into force with effect from ***the date of issuance of letter of acceptance*** _____ and it shall remain in force upto _____.

   (c) The Bid quantity noted against each item in the schedule attached hereto indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period indicated in Clause (b) Above. This quantity may increase or decrease at the discretion of the Purchaser. The Supplier shall make supplies of the Drugs and Medicines on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied required to be supplied at the specific location in the state of Rajasthan.

TERMINATION OF CONTRACT ON BREACH OF CONDITION

1 (a) In case the Supplier fails or neglects or refuse to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as Performance Security and cancel the Contract.

(b) In case the Supplier fails, neglects, or refuse to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulation and provisions herein contained, it shall be lawful for the Purchaser on 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 Purchaser shall cease and be void, and in case of any damage, loss, expenses,

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 Purchaser 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 Purchaser 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 the 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 Purchaser, either in his Bid or otherwise, is false, the Purchaser may put an end to the Contract/Agreement wholly or in part and thereupon the provisions of Clause (a) above shall apply.

2 The Purchaser 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 Purchaser.

NOTICE ETC, IN WRITING

3 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, biding or be of any effect whatsoever.

SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES

4 The Supplier shall not be in any way interested in or concerned directly or indirectly with, any of the Officers, Subordinate or Servants of the Purchaser. In any trade, business or transactions nor shall the Supplier give or pay or promise to give or pay any such Officer, 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 Purchaser obtained in first hand.

BANKRUPTCY OF THE SUPPLIER

5 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 Purchaser to put an end to the Agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the Purchaser, shall cease and be void and the Purchaser shall have all the rights and remedies given to him under the preceding clauses.

SERVING OF NOTICE ON SUPPLIER

6 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 to him or left at his premises, place of business or abode.

7 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 presents, the decision of the Managing Director, Rajasthan Medical Services Corporation Ltd in the matter shall be final and binding.

8 All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decide by the Govt. and the decision of the Govt. shall be final.

SUPPLIER

EXECUTIVE DIRECTOR (P),
RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

Witness (Signature, Name & Address)

1.

2.

Witness

1.

2.

-

Annexure – V
Ref. Clause No. 5 (m),(p)

Declaration & Undertaking

(For F.02(193)/RMSC/PROCUREMENT/DRUG/LIMITED NIB-11/2016/ 979 Dated:25.07.2016)

(On Non-Judicial Stamp Paper of Rs 500/- Attested by Notary Public)

I Name……S/o…….Age……..Prop./Partner/Director/Power of attorney holder of firm M/s……..situated at (Complete address of Mfg. unit)…….bearing drug license on Form 25 & 28 **or form 10** bearing Number……. &……..respectively, issued on dated……..valid/Renewed up to……..do here by declare on oath as follows:-

1. That none of the quoted Drug and Medicines manufactured / imported by us since grant of above drug license have been found as of spurious or adulterated quality and no case in this regard is pending in any court.
2. That the quoted product is manufactured/imported by us, and none has been declared as "Not of standard quality" during last two years.
3. That concern/company/firm does not stand blacklisted/banned/debarred on any ground by Bid Inviting Authority or Govt. of Rajasthan ***or its departments*** on the date of bid submission. The concern/company/firm does not stand blacklisted/banned/debarred on the ground of ***conviction by court of law or the products being found spurious or adulterated*** by any other State /Central Government or ***it's any agencies*** (central Drugs procurement agencies). **But my firm is blacklisted/banned/debarred on a different ground by a procurement agency, the details of which are given below----------**
   ----------(Write 'NIL' if no such matter exists)
4. That our Firm/Company and its Proprietor/Partner/Directors/ Power of attorney holders have not been convicted for contravention of any provisions of Drugs & Cosmetic Act 1940 and rules made there under since grant of license.
5. That we have been granted product permission by the State Licensing Authority for manufacture of quoted products as per the details given below:-

-

S. No.	Code No.	Name of the Product	Date of product permission obtained from the Licensing Authority	Whether Endorsement is in Generic or Trade Name	Issuing Licensing Authority	Own manufacturing / Loan Licensee (Please mention)	Drug manufacturing /Import License Number for quoted items
1.							
2.							

6. That we have over three years' experience in the manufacture of the quoted product, or the quoted imported product has over 3 years market standing.
7. That we have approved qualified staff, machines & equipments along with capacity to manufacture above category of drugs and our unit have been issued GMP/ WHO-GMP.* Certificate as per Schedule M by State Licensing Authority vide letter No…….dated…….valid upto……..
8. That we hereby confirm that we have deposited all the VAT/Sale Tax as on……..With the department No VAT/CST is due on M/s…….as on……..
9. That I will supply the Drug and Medicines per the designs given in Bid clause no 14 and as per the instructions given in this regard.
10. That I/We have carefully read all the conditions of Bid in Ref. no. F.02(193)/RMSC/PROCUREMENT/DRUG/LIMITED NIB-11/2016/979 Dated:25.07.2016 for one time procurement of Drugs and Medicines for Rajasthan Medical Services Corporation and accept all conditions of Bid, including amendments if any.
11. I/We agree that the Bid Inviting Authority forfeiting the Bid security Deposit and or Performance Security and blacklisting /Debarring/Banning me/ us for a period of 5 years or as deemed fit if, any information furnished by us proved to be false/fabricated at the time of inspection and not complying the conditions as per Schedule M of the said Act or at any time during the Bid process.
12. I/ we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012. that:

-

a. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
b. 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 the Bidding Document;
c. 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;
d. 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;
e. l/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

13. ***The quoted rates of any items is not more than the price fixed by the govt. under the current drugs (Price control) order.***
14. Our complete address for communication……
……
……
……Pin…….
E-mail address: - ……...
Phone No. /Mobile No……
15. Bank detail for e banking :-
Name of account holder ……..
Full name of Bank with Branch ……..
Address of Bank ……Pin……
A/c no. with full digits…….
IFSC code ……
16. Authorized/nominating person
Name: ……
Designation:-……
Organization:-……
Complete address for communication:-
…….

Photograph of Authorized/ nominating person
Signature of Authorized / nominating person

-

……Pin…….

E-mail address:-…….

Phone No./Mobile No…….

(Name of Deponent & Signature)
Designation

Verification

I……..S/o……(Designation)……

Affirm on oath that the contents/information from para 1 to 16 as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished by me as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to cancel the Bid for which I shall be solely responsible and the firm may be Debarred/Banned/ blacklisted / prosecuted for the same.

(Name of Deponent & Signature)

Witness :- (Name, Address & Signature)

1

2

*The GMP/WHO-GMP certificate must not be older than one year from the last date of Bid submission in case validity is not mentioned in the certificate.

-

Annexure – VI
Ref. Clause No. 9 (2, 3)

List of Drugs with Specifications

S. No	Code No.	Name of item with specification	Packing Unit	Estimated Bid Qty.(No. of tabs, Caps, ampoules, bottles, injections, etc.)	Minimum labelled Shelf Life (In Months)
1	2	3	4	5	6
1.	66A	Albendazole Tablets IP 400 mg (Colour: Sunset Yellow FCF in suitable Flavoured Base)	100 x 1 Tablet Strip (strip of 1 Tablet)	165400	30
2.	138	Cyclophosphamide Injection IP 200mg	10ml glass vial	2750	24
3.	151	Melphalan tablets IP 5mg	25 Tab Bottle	600	24
4.	254	Frusemide Tablets IP 40mg	10x10 Tab Strips	155000	36
5	269	Loperamide Tablets IP 2 mg	10 x 10 Tab Strip	161900	36
6	304	Human Anti D Immunoglobulin 150 mcg	PFS/ Vial	70	24
7	317	Succinylcholine Injection IP 50 mg/ml (IV use)	10ml Vial	3360	24
8	336	Methylergometrine Tab IP 0.125 mg	10x10 Tab Strip	332000	24
9	343	Chlorpromazine Tablets 100 mg (Coated Tablet)	10x10 Tab strip	33000	24
10	345	Chlorpromazine Tablets IP 50 mg (Coated Tablet)	10 x 10 Tab Strip	70900	36
11	374	Theophylline and Etofylline Injection (Anhydrous Theophylline 50.6mg + Etofylline 169.4 mg)	2 ml Amp (25 Ampoules)	300000	24
12	431	Tinidazole Tablets IP 500 mg (Film Coated)	10x10 Tab Blister	100000	36
13	449	Surgical Spirit IP/BP	100 ml bottle (Opaque white colour and wrinkled bottles)	44950	24
14	494	Etoricoxib Tablets IP 60 mg	10x10 Tablet Blister	18000	24
15	495	Etoricoxib Tablets IP 120 mg	10x10 Tablet Blister	100000	24
16	513	Clindamycin Capsule IP 150mg	10x10 Capsules strip/Blister	9000	36
17	588	Neomycin, Polymixin B and Hydrocortisone Ear Drops (Neomycin sulphate 3400 IU, Polymixin B Sulphate 10000 IU and Hydrocortisone 10 mg per ml) Neomycin and Polymixin B Sulfate and Hydrocortisone Otic Solution USP	5 ml Bottle/vial (with separate dropper	44200	24

-

Note:-

The above quantity mentioned for this supply cum rate contract is indicative and may vary as per the actual requirement of hospitals.

The bidder should quote rate for the above mentioned packing unit only.

General Requirement:-

1. The manufacturer should ensure Stability of the formulations and its ingredients in the packing supplied.
2. The blister packing of tablets/Capsules should have Aluminium foil back.
3. Strip packing should be of Aluminium / Alu- Alu foils.
4. Aluminium foil strips refer to thickness not less than 40 microns.
5. The rigid PVC used in blister packing should be of not less than 250 microns.
6. Small tablets packed in blister should be packed to facilitate easy removal of a tablet without breaking/ crushing.
7. Containers for 400 ml (or 400 gm) or more, should have an inner lid also.
8. ***Syrup and Suspension should be palatable enough.***
9. ***The measuring cap / dropper supplied with oral liquid formulation should have suitable marking.***
10. ***The minimum size (length x breadth) of a blister strip shall be 6.5cm X 3cm.***
11. ***Generic name of a drug should be printed in clearly legible bold letters. The font size of the name of drug on any tablet strip/ blister shall not be less than '9' in bold capital letters of Times New Roman or Arial font, e.g.,*** **LOSARTAN TABLETS IP** ***even on small strips/ blisters. The font size shall be correspondingly bigger on bigger strips / blisters. Besides this, other contents on the label should also be legible.***

-

ANNEXURE-VII
FORM NO. 1 [See rule 83 of RTPP]

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 officer/ 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 proposes to be represented by a representative, the name and postal address of the representative:

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

6. Ground of appeal:
.....
.....
.....
.....
..... (Supported by an affidavit)

7.
Prayer:
.....
.....
.....
.....
Place.....
Date.....

Appellant's Signature

-

Annexure-VIII
Ref. Clause No.17.2

Supplier Consolidated Invoice

Name of Supplier: …….
Complete Address: ……..
E-mail ID: ……..

DL NO.:	TIN No.:	Invoice No.: Date:

Purchaser: Managing Director **Address:** Rajasthan Medical Services Corporation, Gandhi-Block, Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur Phone No. 0141- 2228066 RMSC TIN NO.08404750762	Purchase Order No.: …….. Date: ……..

Name of Item/Description : ……..	**Drug Code (RMSC) : ……**

S.No	Name of DDW	Odered Qty.	Invoice/ Challan no.	Date	Packing Size	Batch No.	Mfg. Date	Exp. Date	Quantity Supplied in No. (Batch wise)	Basic Rate (without Concessional CST)	Basic Amount (without Concessional CST)
1	2	3	4	5	6	7	8	9	10	11	12

Remarks:	Total Basic Amount	
	Rate of (%) Concessional CST against C-form & Total Tax Amount	
	TOTAL INVOICE AMOUNT	

Authorised Signatory

-

Annexure-IX

Ref. Clause No. 17.2

Analytical Report Regarding Quality

Name of Supplier:-						
Address:-						
PO No:-		**Date:-**				
Drug Name:-						
Details of in house test report:-						
S. No.	**Name of Lab.**	**Test report No.**	**Date**	**Batch No.**	**Qty. Supplied**	**Result**
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

Authorised Signatory

-

Annexure -X
Ref. Clause No. 13, 16 & 19

RAJASTHAN MEDICAL SERVICES CORPORATION

GUIDELINES FOR BLACKLISTING/DEBARRING OF PRODUCT OR SUPPLIER/COMPANY

1. ON SUBMISSION OF FALSE, FORGED OR FABRICATED DOCUMENTS OR CONCEALING OF FACTS:

The Bidder who submits false, forged or fabricated documents or conceals facts with intent to win over the Bid or procure purchase order; Bid Security Deposit of such Bidder firm will be forfeited and firm will be liable for blacklisting for a period of not Less than 2 years. The firm will also be liable for Legal action depending on the facts & circumstances of the case.

2. ON ACCOUNT OF FAILURE TO ENTER INTO AGREEMENT OR WITHDRAWL AFTER AGREEMENT OR REFUSAL / FAILURE TO SUPPLY:

2.1 The successful Bidder fails to execute the agreement after being declared as L-1, L-2 or L-3 etc. to perform the obligations under the Bid conditions, Bid Security Deposit of such Bidder firm will be forfeited and firm will be liable for blacklisting for a period of not less than 2 years or the period specified in Bid document.

2.2 The successful Bidder after entering into an agreement withdraw or fail to honour commitments as per Bid conditions, Performance Security of such Bidder firm will be forfeited and firm will be liable for blacklisting for a period of not Less than 2 years.

3. ON ACCOUNT OF NON-SUPPLY:

3.1 The supplier shall start to supply according to Bid condition from the date of purchase order and shall complete the supplies within 45/60 days as mentioned in Purchase Order or as stated in Bid condition.

3.2 RMSC will be at liberty to accept or reject the supply made belatedly as per the terms and conditions of the Bid documents. In the event of

acceptance of delayed supply the liquidated damages shall be imposed at the rate stipulated in conditions of the Bid document.

3.3 If the supplier fails to execute the purchase order and informs RMSC about its inability to execute the order and non-compliance of the purchase order due to act of vis-majeure, then the Managing Director, RMSC will issue appropriate order on merits of case.

3.4 If the supplier fails to execute atleast 50% of the quantity mentioned in single purchase order and such failure in supply continues for three purchase orders, then supplier firm will be liable for blacklisting for a period of not Less than 2 years. As a result such supplier will be ineligible to participate in any of the Bids for particular item(s) of drugs / medicines for a period of not less than 2 years or the period specified in Bid document.

4. ON ACCOUNT OF QUALITY FAILURE OF DRUGS & MEDICINES:

4.1. The drugs supplied by the suppliers to the District Drug Warehouses are quarantined and samples of each and every batch of drugs /medicines are drawn on random basis and forwarded to Quality Control Wing of RMSC at the headquarter. The samples are then sorted; common batches pooled, coded and are sent to the empanelled laboratories for quality control test as per the QC Policy of RMSC.

4.2. Samples of all sterile surgicals & sutures items falling in the categories of drugs will also be drawn as per above policy and all of them will be subjected essentially for sterility testing.

4.3. If such samples pass quality test in all respects, RMSC will instruct its Warehouses to issue items of drugs to various hospitals / institutions

4.4. If the sample fails in quality test and report is received certifying that sample is not of standard quality, the drugs of the batch will not qualified for issue and supplier shall be informed to take back stocks of such batch, which failed the quality test and other consequences would follow as per the conditions in the Bid documents.

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4.5. ***Minor Defects***

(1) If any batch of a particular item supplied under a tender tenure by the supplier is declared as Not of Standard Quality during its entire shelf life by an empanelled lab or Govt. Lab in test for assay and dissolution*/ or in any other parameter(s) and if such failure is further confirmed by another empanelled lab or Govt. Lab during its entire shelf life, the particular drug shall be liable for debarring for a period of not Less than one year.

(2) If two or more batches of a supplier of a single drug or multiple drugs supplied under a tender tenure by the supplier is declared as Not of Standard Quality for minor defects, and such failure are further confirmed by another empanelled lab / Govt. Lab, then the product(s) of these batches shall be liable for debarring for a period of not less than two years.

(*Tablets/Capsules failing in dissolution test and active contents found 70% and above for thermo labile products, and upto 5% less than the prescribed limits for thermo stable products.)

4.6. ***Grossly Substandard***

(1) ***If any batch of a particular item supplied under a tender tenure by the supplier is declared as Not of Standard Quality by an empanelled lab or Govt. Lab which falls in grossly substandard category and such failure is further confirmed by another empanelled lab / Govt. Lab, then the product shall be liable for debarring for a period of not Less than one (1) years.***

(2) ***If two or more batches supplied under a tender tenure by the supplier is declared as Not of Standard Quality by an empanelled lab or Govt. Lab, which falls in grossly substandard and such failure is further confirmed by Govt. Lab, then the Company shall be liable for debarring for a period of not less than two (2) years.***

4.7. In case three products of a company/supplier are blacklisted for supply made during a Bid duration the Supplier / Company shall be liable for blacklisting for a period of not Less than 2 years.

4.8. ***Spurious or Adulterated***

In case, any sample (even one batch) is declared as Not of Standard Quality by an empanelled lab or Govt. Lab which falls in Spurious or Adulterated category and if such failure is further confirmed by Govt. Lab during its entire shelf life, the Company shall be liable for debarring for a period of not less than 3 years.

if a company is debarred because of supply of Grossly Sub Standard and/or spurious/adulterated drugs, rate contracts with the delinquent company for other drugs will continue to be in force so far as these other drugs are found to be of 'Standard Quality'.

4.9. If any statutory sample of RMSC supply drug is drawn by Drugs Control Officer on suo-moto basis or on complaint and if it fails in quality parameters, the report is conclusive till it is challenged by supplier / company. If it is challenged then the report of Director, C.D.L., Kolkatta shall be conclusive and action as contemplated in foregoing paragraphs will be initiated in the matter of blacklisting of product or company. However if failure is of such nature wherein Drugs Controller of State grants prosecution sanction under Drugs & Cosmetics Act, 1940, then even failure of such one batch shall be considered adequate for blacklisting the product for not less than 2 years and in case of involvement of three different products the **Supplier / Company** as a whole shall be liable for blacklisting for a period of not Less than 3years.

5. PROCEDURE IN THE EVENT OF QUALITY FAILURE WILL INVOLVE THE FOLLOWING STEPS:

5.1 On receipt of adverse quality test report from empanelled lab or Govt. Lab of a quarantined stock, instructions will be issued immediately through e-mail to the concerned District Drug Warehouses to not to release such stock and entries be made by QC Cell at headquarter in e-aushadhi software for batch rejection i.e. not to be released for distribution to institutions / DDC's.

5.2 Warehouse Incharge will take appropriate measures immediately to segregate such stock and label all cartons as "NOSQ Drugs-Not for release" and shift it from quarantine area to Non-Release / Rejected Drugs Area (which is under lock & key) till its lifting by the supplier.

5.3 Immediately on receipt of NOSQ report, the second sample should be sent to another empanelled lab / Govt. Lab by the QC Cell.

5.4 The supplier shall be informed immediately about the test results and instructions be issued to lift the entire stock at supplier's expenses of

such batch no. drug which is declared as "NOSQ" by the empanelled lab / Govt. Lab. However, in case of serious quality failure i.e. if drug is declared or adjudged spurious, adulterated or grossly substandard, one of drug warehouse incharge will be directed to contact the District Drugs Control officer for drawing statutory sample of such batch as per Act. The DDW Incharge has to keep adequate quantity of such drug for statutory sampling by Drugs Control officer.

5.5 In case of drug declared as **Not of Standard Quality** on subsequent sampling after the batch was released the procedure given in sub-para 5.2 will be followed in respect of stock available with the warehouse. In respect of stock already issued and drug warehouse in charge will take immediate steps to RETRIEVE the unused stock of such drugs from all such institutions and D.D.C.s by all possible mode and means and he/she will ensure that no such NOSQ drug is further distributed to the patients and ensure effective recall.

5.6 On receipt of test report from empanelled lab / Govt. Lab, show cause notice will be issued immediately to the concerned supplier calling for explanation within 3 days from the date of receipt of notice in respect of quality failure of concerned batches of drug. The supplier will be required to submit the batch manufacturing record, batch analysis report, raw material purchase record & raw material test reports etc. Opportunity for personal hearing, if desired by supplier, may also be accorded.

5.7 On confirmation of the test result by the second laboratory, the case will be referred to the disciplinary committee of RMSC for further action.

5.8 In case when the second report is contradictory to the first report, the statutory sample will be sent to Govt. Lab, whose report will be final and if the sample has been tested by the Govt. Lab at any stage, its report will be conclusive & final unless challenged as per provisions of Drugs & Cosmetics Act, 1940.

6. EXAMINATIONS OF ISSUES BY DISCIPLINARY COMMITTEE OF RMSC

6.1. Each & every case of submission of false documents, failure to execute agreement, non-supply or quality failure, etc. will be referred to disciplinary committee of RMSC for examination on a case to case basis for making appropriate technical recommendation to Managing Director for further appropriate action.

6.2. The recommendations of disciplinary committee will be placed before the Managing Director, RMSC who shall take appropriate action which may deem fit in the light of facts & circumstances of the case by way imposing penalty or debarring or Blacklisting of the particular product or supplier/ company.

6.3. If, the quality failure is of such nature that a particular product has been blacklisted according to the procedure stated above, the supplier will not be eligible for participating in any of the Bids for the particular item floated by RMSC for the specified period. For such purpose period of blacklisting will be counted from date of issue of order and it will deemed to be over on completion of the period and as such no fresh orders will normally be required for re-eligibility purpose. Similarly if the supplier /company is blacklisted the supplier will not be eligible for participating in any of the Bids for any of the items during blacklisted period.

7. POWER OF REVIEW:

Subsequent to the action taken on the basis of available facts if some new facts & evidences such as reversal of test results findings by Appellate Laboratories etc. are brought to the notice of the corporation, the Managing Director of RMSC will have the right to review the earlier action. He may seek advice from the disciplinary committee in such matters.

8. RIGHT TO APPEAL:

Any supplier / company against whom the above action is taken may prefer an appeal within 30 days of date of blacklisting order to the

Principal Health Secretary, Medical & Health Department, Govt. of Rajasthan who shall decide the same.

9. Savings:

The blacklisting of particular product or supplier / firm will be done without prejudice to other penalty which may be imposed as per the conditions of Bid documents and also to other actions which may be initiated under Drugs and Cosmetics Act 1940 or any other law of land. RMSC will display names of such blacklisted products and companies on its website and also circulate the same among all stakeholders viz. PSME, DM&HS, DC including respective State Drug Controllers where the supplier / company is located.

10. JURISDICTION:

In the event of any dispute arising out of the orders and implementation thereof, such dispute shall be subject to the jurisdiction of the Courts of Jaipur City only or Hon'ble Rajasthan High Court, Bench at Jaipur.

EXPLANATIONS:

(i) Increase in the cost of raw materials, power cut, Labour strike, insolvency, closure of the factory would not be considered as act of vis-majeure.

(ii) ***For the drugs failing in Quantative analysis (Assay), following treatment is to be given:-***

On the basis of quantitative analysis (Assay), the NOSQ drug shall be distinguished in the following manner :-

Category of NOSQ drugs	***Active ingredient content (Assay)***	
	Thermo stable	***Thermolabile***
Minor	***Upto 5% less than the prescribed lower limit***	***Above 70% to the prescribed lower limit***
Grossly Substandard	***Below 5% of the prescribed lower limit to 50%***	***70% to 40%***
Spurious	***Below 50%***	***Below 40%***

(iii) Purchase Orders, if any, already issued before taking any blacklisting action or replacement orders given in past will not be affected in view of action taken as per above guidelines

(iv) The action proposed as above is not in conflict to any express conditions laid down in corresponding Bid and in case of any overlapping, the Bid condition will prevail.

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Annexure-XII
Ref. Clause No. 11

Security form (Bank guarantee)

To,

Managing Director Rajasthan Medical Services Corporation Ltd
WHEREAS…….(Name of Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract (Letter of Acceptance) No……dated……2016 to supply……(Description of Goods) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you a bank Guarantee from a Scheduled Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ……..(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the said Contract and/or any other contract or for set off any other dues pending against the supplier, without cavil or argument, any sum or sums within the limit of ……(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the……day of……2017……...

Signatures and Seal of Guarantors

Date……..……

Address:……
……

Note:- The validity of bank guarantee should be for 12 months from the date of issuance of Bank Guarantee.

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Annexure-XIII(A)
Ref. Clause No. 2 (c)

PERFORMANCE STATEMENT

FOR ITEM CODE – 66A, 269, 336, 374, 431, 494, 495, 588

Name and Address of Firm : ……
Name of Quoted Product : ……
Item Code of Quoted Product: ……

S. No.	Batch No.	*Date (of start of Batch mfg.)	Batch Size	Quantity Sold	Name & Address of Purchaser	Quantity returned / rejected	Complaints/ Declared NOSQ after sale, if any	Remarks
Year 2012-13 or 2013-14								
1								
2								
3								
Year 2013-14 or 2014-15								
1								
2								
3								
Year 2014-15 or 2015-16								
1								
2								
3								

***Date of manufacture of the first batch shall be at least 3 years prior to the date of Bid Opening.**

Certified true statement of Productions
Signature & Seal of the Bidder

Note:- ***Alternatively, the above statement may be given for year 2012-13, 2013-14 and 2014-15 or 2013-14, 2014-15, 2015-16.***

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Annexure-XIII(B)
Ref. Clause No. 2 (c)

PERFORMANCE STATEMENT

(***The statement may be given for year 2012-13, 2013-14, 2014-15 or 2013-14, 2014-15, 2015-16***)

FOR ITEM CODE – 138, 151, 254, 304, 317, 513

Name and Address of Firm : ……

S. No.	Item Code no.	Name of Item	Financial Year		Financial Year		Financial Year	
			No. of Batches manufactured	No. of Batches declared NOSQ	No. of Batches manufactured	No. of Batches declared NOSQ	No. of Batches manufactured	No. of Batches declared NOSQ

The information as given above is true and correct. If any information furnished by me as above is found wrong; I shall be solely responsible and suitable action may be taken against my firm.

Signature & Seal of the Bidder