

**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: [edprmsc@nic.in](mailto:edprmsc@nic.in)

**E-BID FOR RATE CONTRACT OF THE SUPPLY OF N-95 Mask  
(Rate contract Ending up to 31.12.2021)**



!! सर्वे सन्तु निरामया:!!

**LAST DATE OF SUBMISSION OF ONLINE BIDS**

**07.04.2021 at 03:00 PM**

**DATE AND TIME OF OPENING OF ONLINE TECHNICAL BID**

**07.04.2021 at 04:00 PM**

**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.**

(A Govt. of Rajasthan Undertaking)

Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India

Phone No: 0141-2228066, 2228064

Website: [www.rmsc.health.rajasthan.gov.in](http://www.rmsc.health.rajasthan.gov.in)

CIN:U24232RJ2011SGC035067

E-mail : [edprmsc@nic.in](mailto:edprmsc@nic.in)

Ref. No.: F.02(92)/RMSCL/Proc/N-95 mask /NIB-04/2021/88

Dated:25.03.2021

**Notice Inviting E-Bids**

E-bids for rate contract are invited up to **03:00 PM of 07.04.2021** for Supply of N-95 Mask. Details of NIB-04/2021 (UBN MSC2021GLRC00146) 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://www.dipronline.org), <http://eproc.rajasthan.gov.in>, [www.rmsc.health.rajasthan.gov.in](http://www.rmsc.health.rajasthan.gov.in) and may be downloaded from there.

**Note:-** If any amendment is carried out in the tender specifications and terms & conditions following pre-bid meeting, the same will be uploaded on the Departmental website [www.rmsc.health.rajasthan.gov.in](http://www.rmsc.health.rajasthan.gov.in), [sppp.raj.nic.in](http://sppp.raj.nic.in) and <https://eproc.rajasthan.gov.in>. In case any inconvenience is felt, please contact on telephone number i.e. 0141-2228064

**Executive Director (Procurement)  
RMSCL**

**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.  
RAJASTHAN**

**E-BID FOR RATE CONTRACT OF THE SUPPLY OF N-95 Mask**

Bid Reference	F.02(92)/RMSCL/Proc/N-95 mask /NIB-04/2021/88 Dated:25.03.2021
Pre-Bid Meeting	30.03.2021 from 11.00 AM
Last date and time of submission of online bids	07.04.2021 up to 03:00 PM
Date and time of opening of Online technical bids	07.04.2021 at 04:00 PM
Cost of Bid Document	<b>Rs. 2000/-</b>
Cost of Bid Document for MSME	<b>Rs. 1000/-</b>
RISL Processing Fees	<b>Rs. 1000/-</b>
Cost of EMD	<b>Rs. 50,000/-</b>
Cost of EMD (For MSME of Rajasthan )	<b>Rs. 12,500/-</b>
Estimated Cost	<b>Rs. 50,00,000/-</b>

## **INDEX**

<b>S.NO</b>	<b>PARTICULARS</b>
	General instruction for bidders
1.	Last date for receipt of bids, bid document fees, Bid Security Deposit, RISL processing fees and empanelment fees
2.	Eligibility criteria
3.	Purchase preference
4.	General conditions
5.	Technical bid
6.	Price bid
7.	Opening of Technical Bid
8.	Opening of Price Bid (BOQ)
9.	Bid security
10.	Other conditions
11.	Acceptance of bid
12.	Performance Security
13.	Agreement
14.	Supply conditions
15.	Logograms / markings
16.	Packing
17.	Quality testing
18.	Payment provisions
19.	Deduction in payments:
20.	Quality control deduction & other penalties:
21.	Saving clause
22.	Jurisdiction
23.	Correction of arithmetic errors:
24.	Procuring entity's right to vary quantity:
25.	Dividing quantities among more than one bidder at (in case of procurement of goods):
26.	Grievance redressal during procurement process:
27.	Compliance with the code of integrity and no conflict of interest:
28.	Fall Clause
29.	Annexure-I Bank Challan
30.	Annexure –II(A) Form-‘A’ issued by competent Authority
31.	Annexure -II (B) Format of Affidavit
32.	Annexure -III Annual Turn Over Statement
33.	Annexure -IV Agreement
34.	Annexure - V Check List
35.	Annexure - VI Technical Specification
36.	Annexure - VII Declaration & Undertaking
37.	Annexure - VIII Undertaking
38.	Annexure - IX Memorandum of Appeal Under The Rajasthan Transparency In Public Procurement Act, 2012
39.	Annexure -X Supplier Consolidated Invoice
40.	Annexure -XI Analytical Report Regarding Quality
41.	Annexure –XII Performa for submission of N-95 mask samples
42.	Annexure –XIII Security form (Bank Guarantee)
43.	Annexure –XIV UNDERTAKING REGARDING IN- HOUSE TESTING FACILITY

## **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 can 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 can be maintained up to bid opening & that your documents are not put to any misuse.
2. 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.
3. It is advisable for you to authorize only those persons for RMSC tender who are employed in your company on salary basis.
4. The turnover should be as per bid conditions. Do not submit Bid if the turnover of the firm is less.
5. 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.
6. Quote rate in BOQ for the packing exactly given in Annexure VI.
7. 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.
8. The uploaded product permission and other documents should be clearly legible. Date of issue of the documents should be clearly legible.
9. Upload the Bids on the e-portal well in advance so that failure in uploading can be avoided and no desired document remains un-uploaded.
10. In case there is any suggestion regarding Bid conditions/ specifications/shelf life, strength, packing/turn over etc. The suggestions should be submitted/sent/e – mailed one/two days earlier from the date of pre bid meeting so that the representation of the bidders may be well processed and decision could be taken well in time. **Any suggestion/representations submitted after pre bid date will not be considered.**
11. If there is any query in Bid document/uploading process, you may contact.  
**Sh.Shriniwas Meena, Executive Director (Proc.) Ph.0141-2228064,  
Mob. No. 9461586818**
12. If any condition or term which is contrary to RTPP Act 2012 or RTPP Rules 2013, then provisions of RTPP Act 2012 or RTPP Rules 2013 shall prevail and be binding on bidders.

## **RAJASTHAN MEDICAL SERVICES CORPORATION LTD. RAJASTHAN**

Rajasthan Medical Services Corporation Ltd.,(hereinafter referred as **Bids Inviting Authority** unless the context otherwise requires) invites **E-BID FOR RATE CONTRACT OF N-95 Mask**

### **1. LAST DATE FOR RECEIPT OF BIDS AND BID FEES, BID SECURITY DEPOSIT, RISL PROCESSING FEES**

- (a) E-Bids in two separate bid (Technical bid & Price Bid) will be received till **03:00 PM up to 07.04.2021** by the Rajasthan Medical Services Corporation Ltd, **for the supply of N-95 Mask.**
- (b) The bids shall be valid for a Period of 90 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 period for an additional specified period of time.
- (c) The e-Bids will be received on e-procurement web-portal of Govt. of Rajasthan. Every Bidder will be required to pay the following fees:
  - Bid form fee Rs. 2000.00 (Rs. 1000.00 for MSME Units of Rajasthan) for downloading from the website.
  - **Bid Security Deposit / Form of Bid securing Declaration as per Annexure XV as applicable in Bid condition no. 9 .**
  - Processing fee of Rs.1000.00 of R.I.S.L.

These fees are to be paid through three separate prescribed challans (*format enclosed in Annexure- I*) in any branch of the Punjab National Bank Account no. 2246002100024414 & IFSC Code no. PUNB0224600 throughout country upto or through D.D. / bankers cheque in favour of M.D. RMSCL (Bid document fees and Bid security)/ **Form of Bid securing Declaration as per Annexure XV**/, M.D. RISL (Bid processing fees) physically in the office of RMSCL by **03:00 PM on 07.04.2021**. The bidders shall submit/upload scanned copy of all the challans/DD in Technical Bid. Bids will be opened only after ensuring receipt of Bid document fees along with processing fees and Bid Security Deposit/ **Form of Bid securing Declaration as per Annexure XV**/). In the absence of Bid document fees and processing fees and **Bid Security Deposit / Form of Bid securing Declaration as per Annexure XV** the Bids will be rejected and will not be opened.

### **2. ELIGIBILITY CRITERIA**

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

- (b) The bidder should have an annual average turnover of **Rs. 3 crores** during financial years 2016-17, 2017-18, 2018-19 or **2017-18, 2018-19 , 2019-20** from any business or For MSME Units of Rajasthan, the average annual turnover (for any business) financial years (2016-17, 2017-18, 2018-19) or (2017-18, 2018-19, 2019-20) shall not be less than **Rs. 1.25 Crores**. The same should be supported by audited annual accounts & certified by a practicing Chartered accountant, based on audited accounts.

**Explanatory Note:-**

- 1) **The merger / amalgamation / transfer of business / transfer of assets 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.**
- (c) Bidder should have permission to manufacture the item quoted as per specification given in the bid, from the competent authority. Product permission of *brands* shall be accepted in the Bid submitted, but the Bidder has to submit the product permission in generic names at the time of signing of the agreement/before supply
- (d) Bid should not be submitted for the product/products for which the concern/company stands blacklisted /banned/debarred on the date of bid submission 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 on the date of bid submission 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 Not of Standard Quality. (NoSQ).
- (e) The concern/company/firm which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority (RMSCL) 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 Not of Standard Quality (NoSQ) 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 RMSCL may decide the case on merit basis.

- (f) If any product/products of a company/firm have been declared as not of standard quality 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 and a penalty equivalent to Bid Security Deposit shall also be levied. In such situation, the bid will be considered further only if the amount of penalty is deposited before the completion of technical evaluation.
- (g) The concern/firm/company whose product has been declared NOSQ 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.
- (h) 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.
- (i) The Manufacture bidder firm should have its own in-house testing laboratory wherein all the tests required with respect to the quoted products are carried out. **The bidder has to submit undertaking regarding in-house testing facility as per Annexure XIV.**
- (j) The concern/firm/company whose product has been found to be of inferior quality/contaminated/harmful nature 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 for particular product or debarred from Bid process shall also not be eligible to participate in the Bid.

### **3. PRICE PREFERENCE AND PURCHASE PREFERENCE**

- (1) Price Preference is not applicable as GST which had been made effective from July 1, 2017 in place of VAT.
- (2) Purchase Preference shall be given to MSME unit of Rajasthan as per notification of Finance (GF&AR Division) Department, Govt. of Rajasthan no. S.O. 165 dated 19.11.2015

### **4. GENERAL CONDITIONS**

- 1. 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 way of amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority can at his discretion, extend the date and time for submission of Bids.



2. Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority, i.e. RMSCL
3. 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 / Performance Security will be forfeited. Bidders or their representative may also be blacklisted/banned/debarred. Report with police station can also be filed.

## **5. TECHNICAL BID**

The Bidder should furnish the following in technical bid:-

- (a) The Bidder have to submit Bid Security in the form of **BC/DD/Bank challans of Rs.50,000/ Form of Bid securing Declaration as per Annexure XV (For MSME Units of Rajasthan it will be Rs. 12500).**
- (b) The bidders shall submit/upload scanned copy of all the challans, D.D./ BC / **Form of Bid securing Declaration for bid security as per Annexure XV** along with Technical Bid in proof of deposition/ submission of Bid document fees, RISL processing fee and Bid security. The required Bid Security Deposit / Bid document fees/ RISL fee may be in form of physical D.D. / BC and should be in favour of M.D. RMSCL (bid document fees and Bid Security Deposit) and M.D. RISL (bid processing fees).
- (c) 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.
- (d) A copy of PAN issued by Income Tax Department.
- (e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Bidder should be enclosed.
- (f) Authorization letter/ nominating a responsible person of the Bidder to transact the business with the Bid Inviting Authority with duly attested signature and photograph in Annexure VII.
- (g) Self undertaking is required to be given by the firm that the firm has not been convicted (Annexure-VII).
- (h) *Duly attested photocopy of Manufacturing license/ Acknowledgement/ Memorandum / IEM / Udhog Adhaar / Registration of MSME unit duly approved by the licensing authority (Industrial Department/DIC/NSIC). The license should be renewed up to date.*

- (i) *In case of imported Items Self attested copy of import license (Import-Export Code) & license for sales issued by concerning licensing authority, (if applicable) and authorization of foreign principal manufacturer.*
- (j) Annual turnover statement for 3 financial years i.e. 2016-17, 2017-18, 2018-19 or 2017-18, 2018-19, 2019-20 in the format given in Annexure-III should be certified by the practicing Chartered Accountant.
- (k) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2016-17, 2017-18, 2018-19 or 2017-18, 2018-19, 2019-20 duly certified by the practicing Chartered Accountant will have to be submitted with bid.
- (l) In case of imported items, copies of labels and product literature of all quoted products must be submitted.
- (m) **GST returns file up to 31.12.2020**
- (n) **Details of GST registration.** The industries situated in GST free zones will produce the copy of appropriate notification. **Bidders has to submit GSTIN and state where GSTIN registered for every quoted items for which supply will be made (Annexure VII at point no.3 )**
- (o) Undertaking (as in Annexure-VII) for embossment of logo on packing of surgical (Non Drug Items) as the case may be, as per conditions specified at Clause 15 herein.
- (p) Undertaking that the manufacturer has not been blacklisted/debarred/banned, the quoted product never been declared as not of standard quality during last two years, its manufacturing capacity and other details required on a format mentioned at Annexure-VII.
- (q) Details of technical personnel presently engaged in the manufacture and testing of surgical (Non Drug Items) (Name, Qualification, and Experience
- (r) List of items quoted to be shown in the Annexure-VII point number 6 with detail of standards written on it.
- (s) A Checklist (Annexure-V) for the list of documents enclosed with their page number. The documents should be serially arranged as per Annexure-V. Every bidder will also be required to submit details of manufacturing license of the quoted item in Annexure- VII.

- (t) An undertaking that the bidder complies with all the terms, conditions, amendments (if any) of bid document to be submitted in Annexure-VII point no.12
- (u) A declaration under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 in Annexure-VII.
- (v) All copies submitted should be self attested

## **6. PRICE BID –**

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 TECHNICAL BID AND TECHNICAL EVALUATION**

- a) The Bid will be scrutinized by Bid evaluation committee. Price Bid (BOQ) of the Bidder found eligible on satisfying the criteria for technical evaluation and inspection, will only be opened.
- b) **Technical Evaluation:-** Technical Evaluation of the Bid will be done in two stages. (i) Technical Evaluation on the basis of documents. This is to examine whether the bidder qualifies as per given eligibility and other prescribed conditions. (ii) Evaluation / Examination / Testing of samples of Items. Bids of the item, samples not found technically fit in such evaluation will be declared rejected / non-responsive.

## **8. PRODUCTION OF SAMPLES**

- (a) Bidder shall submit 100 Pieces of N-95 mask as sample free of cost. The items submitted as samples should be of the same specifications as asked for in the bid. Any deviation from specifications will result in the rejection of the sample. The samples (normal/ regular sales packs) will be used for quality evaluation by the technical evaluation committee and/ or laboratory analysis, as the case may be, as decided by the Tender inviting authority. Samples of the items which are supposed to be sterile should be sterile. The decision based on quality evaluation of the sample will be final for the purpose of this tender.
- (b) The samples for evaluation shall be submitted in a separate sealed cover superscripted by “Tender No. \_\_\_\_\_” The sample as above shall be submitted at the time of depositing Bid Security, *or within 3 days of technical bid opening*. The bidder should submit, along with the samples, the list of sample of sample items in the given format in Annexure -XII.

## **9. BID SECURITY**

The Bid Security Deposit shall be of **Rs.50,000 and Rs. 12,500 thousand for MSME Units of Rajasthan**. Bid Security will not be taken from undertakings,

corporation of GoI & GoR. Further, for MSME Units of Rajasthan, they will furnish copy duly attested by gazetted officer of the registration of MSME issued by the Director of Industries in respect of the stores for which they are registered. Duly attested copy of Acknowledgement of EM-II issued by DIC / udhyog adhaar with an affidavit worth Rs.10 as per Annexure- II(B) under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered. (**Annexure-II(B)**).

The Bid Security shall be paid through separate prescribed challan (format enclosed in Annexure-I) in any branch of the Punjab National Bank Account no. 2246002100024414 & IFSC Code no. PUNB0224600 throughout country up to or through D.D. / bankers cheque in favor of M.D. RMSCL physically in the office of RMSCL/ **Form of Bid securing Declaration for bid security as per Annexure XV** on or before **03:00 PM on 07.04.2021**. Bid Security Deposit in any other form will not be accepted.

The Bids submitted without sufficient Bid Security will be summarily rejected. The Bid Security will be forfeited, if the Bidder withdraws its Bid after last time & date fixed for receiving bids or in the case of a successful Bidder, if the Bidder fails within specified time to sign the contract agreement or fails to furnish the performance security.

#### **10. OTHER CONDITIONS**

1. The orders will be placed by the Managing Director or any authorized officer of Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
2. **The details of the required quantity of N-95 MASK are shown in Annexure-VI.**
3. Bid has been floated with the generic names of Surgical. The Bidders should quote the rates for the generic products. **However the supply with brand name shall be accepted** The strength/size of each product should be as per details given in Annexure- VI. Any variation, if found, will result in the rejection of the Bid. Imported product shall be allowed in brand names.
4. Rates (inclusive of **all expenses / charges but exclusive of GST**) should be quoted for each of the required surgical, sutures etc., separately on door delivery basis according to the unit ordered. Bid for the supply of drugs surgical, sutures, 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. (a) To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.
- (b) Orders will be placed one time for quantity mentioned in Annexure VI to the firms approved for contract as per above clause no. 3 (Price Preference/Purchase Preference).
- (c) After the conclusion of Price Bid opening the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for the item for which the Bid has been invited.
- (d) The Bidder who has been declared as L-1 supplier for the item shall execute necessary agreement for the supply of the Bided quantity of such item as specified in the Bid documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders. **Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement.**
- (e) RMSC will inform the L1 rate to the Bidders who qualified for Price Bid opening, through RMSC web site or e-mail; willing bidders may inform in writing their consent to match the L-1 rate for the item quoted by them and the Bidders who agree to match L1 rate, will be considered as Matched L1.
- (f) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, **GST** etc.) of price (L-1 rate).
- (g) The approved supplier has failed to supply the approved quantity then RMSCL has liberty to take the unsupplied quantity from another approved supplier or from other sources. In case of delay supply LD will be charged as per RTPP rule / Provision of bid document.
- (h) The supplier shall supply the ordered quantity as per the delivery schedule of P.O. before the stipulated period from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happens to be a holiday, the supply should be completed by 5.00 p.m. on the next working day. **The whole ordered quantity will be supplied within 10 days from the issuing date of purchase order Central Drug Store, Sethi colony, Jaipur..**
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 in GST rate** or any other statutory taxes) will not be entertained.
7. No Bidder shall be allowed to claim revision or modification of bid after opening of bid. If any bidder withdraws or modifies its bid after opening of bid the bid

security taken from the bidder shall be forfeited. 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. Supplies should be made directly by the bidder and not through any other agency.
9. The Bidder shall allow inspection of the factory at any time by a team of Experts/Officials of the Bid Inviting Authority 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 inspection their Bids will be rejected.
10. **Bidder has to submit minimum manufacturing capacity/commitment 10 lacks N-95 mask as per annexure VII point no. 3 and annexure VIII.**

#### **11. ACCEPTANCE OF BID**

1. The Bid evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the Bid 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 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 currency 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/through E-mail by the Bid inviting authority. Immediately after receipt of acceptance letter, the successful Bidder will be required to deposit Performance security deposit and the agreement but not later than 15 days.
5. **The approved rates of the successful Bidders would be valid up to 31.12.2021 (w.e.f date of letter of acceptance) and may extend up to 3 months, without any given prior intimation and required mutual consent, if required.**

6. Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement.

## 12. PERFORMANCE SECURITY

The Successful Bidders shall be required to pay performance Security Deposit @ 2.5% of the Contract value. Performance security will not be taken from undertaking, corporation of GoI & GoR. The MSME Units of Rajasthan shall be required to pay Performance security @ 0.5% of the contract value.

The performance security shall have an upper limit of Rs 25 Lac to be deposited by a bidder at the time of signing of agreement (For one or many items). However, when the actual purchase orders cross a threshold for requiring additional security, the same will be required to be deposited by the supplier.

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 XIII) in case the amount exceeds Rs. 5 Lakhs. For amount of upto 5 Lakhs it should be deposited in the form of demand draft/bankers cheque issued by a scheduled bank or may be deposited through challan annexure-1 (the validity of bank guarantee should be for a period of twelve month from the date of issuance of Letter of Acceptance) in favour of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur before releasing the purchase order by the ordering authority. In case Rate Matched Bidders who have agreed to supply at L-1 price, then the performance security Deposit of such bidders will be 2.5% of value of quantity fixed for them. (upper limit Rs 25 Lac). Performance Security shall remain valid and refunded 60 days beyond the date of completion of all contractual obligations or after 6 months from the date of issuance of letter of acceptance, whichever is later.

## 13. 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 15 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 15 days as stipulated, will result in forfeiture of Bid Security Deposit & other consequential action. **A bidder, who is found successful, will be intimated through LOA / LOI to execute agreement. If such bidder will not execute agreement for approved item ,in such situation a penalty equal to minimum bid security i.e. Rs. 50,000 and in case of MSME of Rajasthan Rs. 12500/- shall be imposed and the product for which agreement is not executed shall be debarred for a period of not less than 3 years**
- 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.

#### 14 **SUPPLY CONDITIONS**

1. Purchase orders will be supplied at **Central Drug Store, Sethi colony, Jaipur.**
2. Purchase orders will be placed on the successful Bidder at the discretion of the Ordering Authority.
3. **The supplier shall supply the whole ordered quantity within 10 days 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.
4. The Bidder must submit its Test/Analysis report for every batch of item along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of item will be returned back to the suppliers and he is bound to replenish the same with approved lab 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.
5. The items 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.
6. If the supplier not supply the ordered quantity as per given schedule, the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the item at the Warehouse specified in the Purchase Order and if the *item* supplied at designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.
7. If the Bidder fails to execute the supply within the stipulated time, 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 (**such as Public Sector undertakings at their rates, empanelled bidders, and bidders who have been technically qualified in the said bid**) 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/Tender 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.



**8.** The order stands cancelled after the expiration of delivery period, 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 debarring/disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority.

**9.** It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.

**10.** 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 before expiry of supply period, 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 etc. Reasons must be beyond control of supplier.

**11.** 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.

**12.** *If the supplier, or any of its approved items gets debarred/banned/blacklisted in any state after entering into agreement with RMSC, it shall be the responsibility of the supplier to inform RMSC without any delay about the same*

- (i) *The firm shall inform to the RMSCL within 15 days of issuance of the blacklisting / banning / debarring order. If the firm does not inform, then 2% penalty shall be levied on the purchase orders issued between the date of issuance of blacklisting / banning / debarring order to the date of submission of clarification, both dates inclusive, shall be imposed, subject to a maximum penalty of Rs 20000 and a maximum penalty up to Rs.200000 only.*

**13.** If it is brought to the notice of RMSC that the similar product of the supplier firm has been found spurious / adulterated in any other state (whether the firm / product has been blacklisted/ debarred/ banned or not); then no further purchase orders shall be issued for the product and the contract with the firm for the product shall be cancelled.

**14.Shelf Life:** The labeled shelf life should normally be same as in product of the firm supplied in trade. However it should not be less than 3 years. The remaining shelf life of the surgical at the time of delivery should not be less than ¾ of the labeled shelf life.

**15.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 applicable standards. 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 items. However, firms supplying Surgical (Non Drug Items) with remaining shelf life of 75% or more need not submit such undertaking.

The protocol of the tests should include the requirements given in applicable standards and those required specifically for the product specifications. The Bidder must submit its Test/ Analysis Report for every batch of surgical along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of item will be returned back to the supplier who 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.

*16.If a supplier fails to execute the order, without proper justification, a show cause notice may be given to him to respond within 7 days. If it does not respond or does not give reasonable justification, the corporation may order to L-2 and L-3, for entire failed supply on L-1 matched rate. If L-2 and L-3 matched rates are not available, then only purchase may be made on 'Risk and cost basis' as being done presently. Subject to other condition of Bid documents.*

#### **15. LOGOGRAMS /Markings**

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

##### **DESIGNS FOR LOGORAMS**

Non Drug Items to be supplied with the following logogram and with the word **“Rajasthan Govt. Supply-Not for sale निःशुल्क वितरण हेतु, QC – Passed”** overprinted and the following logogram in which will distinguish from the normal trade packing. Name of item 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 sample can be subjected to any (or all) type of clinical/laboratory test, as is deemed fit by the Bid inviting Authority.



**SPECIMEN LABEL FOR OUTER CARTON**

**RAJASTHAN GOVT. SUPPLY  
NOT FOR SALE**

**N-95 MASK**

---

**CONSTITUENTS OF.....**

**Name of the Item, Manufactured by, Batch no  
Mfg.Date, Exp. Date, Quantity**

**Net. Weight:.....Kg**

**Manufactured by:**

The name of the item shall be mentioned in English and as well as in Hindi also, should be legible and be printed prominently. **A uniform colour theme and artwork will be necessary.** Apart from this “For Govt. of Rajasthan – Not for Sale निःशुल्क वितरण हेतु, QC – Passed” along with logo of RMSCL will be printed on each item. The storage directions should be clear, legible and preferably with yellow highlighted background.

1. Bids for the supply for item 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 labels as per the design .All containers have to be supplied in standard packing as required with printed logogram and shall also conform to the rules of Bureau of Indian standards wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.
2. Failure to supply item etc., with the logogram will be treated as breach of the terms of agreement, may attract penalty from bills payable as per conditions in Clause 19.2 Bidders who are not willing to agree to conditions above will be summarily rejected.
3. In case of imported items affixing rubber stamp on the original label is allowed with indelible ink on inner most and outer packing.

## **16. PACKING**

1. The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause -15. 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. It should be ensured that only first hand fresh packaging material is used for packing. All packaging must be properly sealed and temper proof.
3. All packing containers should be strictly conforming to the specification included in the relevant compendia of standards /BIS.
4. Packing should be able to prevent damages or deterioration during transit.
5. In the event of the Item 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 and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 14.8 and 17.3 & 18,19

6. **The name of the items 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. **Instruction must be printed on the packet for the Use and Disposal of Surgical (Non Drug Items). SCHEDULE FOR PACKAGING OF Surgical (Non Drug Items) GENERAL SPECIFICATIONS:-**

- 1) No corrugate package should weigh approx 15 kgs (i.e. product + inner carton + corrugated box).
- 2) All items should be packed only in first hand strong boxes only.
- 3) Every corrugated box should preferably of single joint and not more than two joints.
- 4) Every box should be stitched using pairs of metal pins with an interval of two inches between each pair.
- 5) The flaps should uniform meet but should not overlap each other. The flap when turned by 45-60 should not crack.
- 6) Every box should be sealed with gum tape running along the top and lower opening.

**CARRY STRAP:**

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

**LABEL:**

- 8) Every corrugated box should carry a large outer label clearly indicating that the product is for “Rajasthan Govt. Supply-Not for Sale”.
- 9) 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:**

- 10) NO box should contain mixed products or mixed batches of the same product.
- 11) **Supply of item N-95 mask will be made in boxes containing 25 pieces.**

**17. QUALITY TESTING**

1. Random sampling of supplies from each batch may be done at the point of supply or distribution/storage points for testing. (The samples may 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 testing & handling Charges.*

2. The item shall maintain the quality within the permissible level throughout the shelf life period of the item. 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 found to be of unacceptable/defective/contented/harmful or misbranded, such batch/ batches will be deemed to be rejected goods.
3. In the event of the samples of the item supplied failing quality tests or found to be not as per specification the ordering authority is at liberty to make alternative purchase of items 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 20.
4. *The supplier shall furnish to the purchaser the evidence of any requisite data for N-95 MASK mentioned in Annexure VI when asked for. If there is any problem in the field the production record for the particular batch shall also be supplied when demanded.*
5. Laboratory test may be done along with clinical examination with reference to the standards laid down in the protocol/specifications.
6. **The supply of any item shall be considered complete for the purpose of calculation of liquidated damages only when reference standards/ standard testing procedure or test protocol/placebo materials are made available to the corporation along with the supply of items as per the purchase order.** However these materials and documents shall be made available by supplier to Quality Cell of RMSC Headquarter. Such requirement will however be indicated in the purchase order.

## 18. **PAYMENT PROVISIONS**

1. No advance payment towards costs of items mentioned in Annexure VI 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 20 days positively. (Annexure- X & XI)
3. All bills/ Invoices should be raised in **triplicate** and in the case of excisable Surgical (non drug items); the bills should be drawn as per **GST Rules / other applicable Rules if any** in the name of the authority as may be designated. The

supplier will deliver following document at the time of delivery at **Central Drug Store, Sethi colony, Jaipur.**

- a. In house test report of drug.
  - b. The challan / invoice copy pertaining to **Central Drug Store, Sethi colony, Jaipur.**
4. Payments for supplies will be considered after receipt of reports of standard quality on samples having been tested approved laboratories of ordering authority.
  5. 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 RMSCL 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 **GST as per** notification of the Government after the date of submission of Bids and during the Bid period, the quantum of additional **GST** so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Surgical (non drug items) approved under the Bid. For claiming the additional cost on account of the increase in **GST**, the Bidder should produce a letter from the concerned Excise authorities / **GST authorities (Central and State)** for having paid additional **GST** on the goods supplied to ordering authority and also must claim the same in the invoice separately. **In case of reduction in rates of GST price will be reduced accordingly.**

Similarly if there is any reduction in the rate of essential drug, as notified by the Govt. (**Including NPPA**), 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 **GST** exemption **or** any criteria of Turnover etc., such bidder will not be allowed to claim **GST** at later point of time, during the tenure of contract, when the **GST** is chargeable on goods manufactured/**Supplied**.

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 1:-** 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%.

**Note 2:-** In specific condition, permission for additional delay of 10 days may be granted for supply, in such a case an additional penalty of 5% shall be levied.

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, wars, fire, storm, tempest or other exceptional cause, on a specific request made by the Supplier before expiry of supply period indicated in P.O , 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 Central Drug Store, Sethi colony 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.

**19. DEDUCTION IN PAYMENTS:**

1. If the supply is received in damaged conditions it shall not be accepted.
2. All the Bidders 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.14.8.

**20. QUALITY 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 Performance Security 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 **debarring** the supplier.
2. The samples being supplied will be collected randomly from Central Drug Store, Sethi colony, Jaipur and will be further examined by Testing / evaluation committee constituted by MD RMSCL.
3. If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action against it and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD ITEM IF THE SUPPLIER does not take back the goods within the stipulated time. Ordering authority will

arrange to destroy the NOT OF STANDARD ITEM 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 Surgical rejected till such destruction. **The supplier shall replace the stock of NOSO goods with fresh goods upon intimation to do so by the ordering authority.**

4. The supplier will not be entitled to any payment whatsoever for Item 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 ITEM from the any amount payable to the Bidder. On the basis of nature of failure, the product/supplier will be moved for debarring.
5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied item 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 PDR Act or other rules.
8. Non performance of any contract provisions shall be examined and may disqualify the firm to participate in the future Bids.
9. 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.
10. All litigations related to the supplier for any defaults will be done by Bid Inviting Authority and his decision will be final and bidding.
13. **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.**

21. **EMPANELMENT OF FIRMS :- Not Applicable**

**22. 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.

**23. 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).

**24. 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.

**25. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:**

- (i) 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
- (ii) 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

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

The bid quantity shall be fixed in following manner-

L-1(Single Bidder)100%

Between L-1 and Rate Matched Firm-1in the ratio of 60:40

Among L-1, Rate Matched Firm-1 and 2in the ratio of 50:25:25

**27. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:**

The Designation and address of the First Appellate Authority is **Special Secretary / 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. Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules 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 (Annexure- IX)**

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**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.

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

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

- c) Not indulge in any collusion, Bid rigging or any-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of interest:-**

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

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

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 hired by the Procuring Entity as engineer-in-charge/ consultant for the contract.

**29. FALL CLAUSE**

The prices under a rate contract shall be subject to price fall clause. If the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a

parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted

**Managing Director**  
**Rajasthan Medical Services Corporation**

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 *		
<b>Total</b>		

**Cheque Deposit:**

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹ \_\_\_\_\_  
 Commission ₹ \_\_\_\_\_  
 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 *		
<b>Total</b>		

**Cheque Deposit:**

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹ \_\_\_\_\_  
 Commission ₹ \_\_\_\_\_  
 Total amount ₹ \_\_\_\_\_

Amount (in words): ₹ \_\_\_\_\_

Name of the Depositor \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Address for communication \_\_\_\_\_

For Bank use only  
 Acknowledgement \_\_\_\_\_  
 Cashier/Officer \_\_\_\_\_



**Form A**

**(Apply in Duplicate)**

**Application by MSME for price preference or Purchase Preference  
Or both in Procurement of Goods**

To,  
The General Manager  
DIC, District.....

1. Name of Applicant with Post
2. Permanent Address
3. Contact Details
  - a) Telephone No.:
  - b) Mobile no. :
  - c) Fax no.:
  - d) Email address:
4. Name of micro & small enterprise:
5. Office Address:
6. Address of Work Place:
7. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum  
(enclose photo copy)
8. Products for which Entrepreneurs Memorandum-II/ Udyog Aadhaar Memorandum availed:
9. Products for which are at present being produced by the enterprise:
10. Products for which price preference or Purchase preference or both has been applied for:
11. Production capacity as per Capacity Assessment Certificate  
(enclose photocopy of Capacity Assessment Certificate )

Serial No	Product	Production Capacity	
		Quantity	Value
1			
2			
3			
4			

12. List of Plant & Machinery installed

Serial No	Name of Plant & Machinery	Quantity	Value
1			

2			
3			

13. List of Testing Equipments installed

Serial No	Name of Plant & Machinery	Quantity	Value
1			
2			
3			
4			

14. Benefits availed as per price preference certificate in last financial year and current financial year

a. Benefits depositing Bid Security and Performance Security:

Last financial year			Current financial year	
Departments	Bid Security	Performance Security	Bid Security	Performance Security

b. Details of Supply orders received:

Last financial year				Current financial year		
Departments	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied

I declare that the above all facts given in the application are correct and my enterprise is producing the items mentioned in column No. 10

**Date**

**Signature**  
(Name of the applicant  
along with seal of post)

**CERTIFICATE**

**(See clause 3(2))**

File no. \_\_\_\_\_

Date \_\_\_\_\_

It is certified that M/s \_\_\_\_\_ was inspected by \_\_\_\_\_ on dated \_\_\_\_\_ and the facts mentioned by the enterprise are correct as per the record shown by the applicant. The enterprise is eligible for Price Preference or Purchase Preference or both under this notification. The certificate is valid for one year from the date of its issue .

**Office Seal**

**Signature**  
**(Full Name of the Officer)**  
**General Manager**  
**District Industries Centre**  
**Rubber Seal/Stamp**

Enclosure- (1) Application

(2)

(3)

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

I.....S/o.....Aged.....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.2(b), 5 (j)**

**ANNUAL TURN OVER STATEMENT**

The Annual Turnover *any Business* of M/s. \_\_\_\_\_ for the past three years are given below and certified that the statement is true and correct.

<b>S.No.</b>	<b>Years</b>	<b>Turnover in Lakhs (Rs)</b>	
1	2016-17		
2	2017-18		
3	2018-19		
<b>Total</b>		<b>Rs.</b>	<b>Lakhs</b>
<b>Average turnover per annual</b>		<b>Rs.</b>	<b>Lakhs</b>

OR

<b>S.No.</b>	<b>Years</b>	<b>Turnover in Lakhs (Rs)</b>	
1	2017-18		
2	2018-19		
3	2019-20		
<b>Total</b>		<b>Rs.</b>	<b>Lakhs</b>
<b>Average turnover per annual</b>		<b>Rs.</b>	<b>Lakhs</b>

Date:

Seal:

Signature of Auditor/  
Chartered Accountant  
(Name in Capital)

**AGREEMENT**

This Deed of Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2021 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 Managing Director 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.

Whereas the Supplier has agreed to supply to the Purchaser, the Items with specifications and at prices as mentioned below:-

**(Without any Counter Conditions imposed by the supplier)**

<b>S. No.</b>	<b>Code No.</b>	<b>Name of approved items (S) with specification</b>	<b>Size</b>	<b>Packing Unit</b>	<b>Approved rate per packing unit</b>
1	2	3	4	5	6

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 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 **E-BID FOR RATE CONTRACT OF THE SUPPLY OF N-95 MASK** for Rajasthan Medical Services Corporation, (**Contract ending on 31.12.2021**)( F.02(92)/RMSCL/Proc/N-95 mask /NIB-04/2021/88 Dated:25.03.2021) **and technical bid opened on 07.04.2021** ,the instruction to Bidders, the conditions of Bidder, 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 **N-95 MASK mentioned in** Annexure VI specified above at prices noted against each therein 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 up to **31.12.2021**.

(c) The Bid quantity noted against each item in the schedule attached to Bid document 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, but shall not exceed the committed quantity/ dedicated capacity or as agreed upon by both parties later on after the execution of Agreement. **The Supplier shall make supplies of the N-95 MASK** mentioned in Annexure VI 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, binding 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 bidding.
8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Govt. and the decision of the Govt. shall be final.

SUPPLIER (Signature, Name  
& Address With Stamp)

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

Witness (Signature, Name & Address)

Witness

- 1.
- 2.

- 1.
- 2.

Check List

Section	Details of requirement	Document Type	Yes/No  If Yes Page No.
<b>A</b>	<b>BID SECURITY, RISL Fess, Bid Processing Fees, Empanelment Fees.</b>	Challan/DD/BG of Bid Security Deposit, bid fee and RISL fee and MSME certificate for exemption with Annexure-II	
<b>B</b>	<b>Technical documents</b>	Manufacturing License	
		Manufacturing License renewal /validity certificate	
		Import License, if imported.	
		Sale License, in the case of imported drugs	
		Product Permissions by the Licensing Authority for each and every product quoted	
<b>C</b>	<b>Other Documents</b>	Documentary evidence for the constitution of the company / concern	
		The instruments such as power of attorney resolution of board etc	
		Copies of balance sheet & profit loss account for three years	
		<b>GST registration and Proof of GST Return</b>	
		Copy of PAN	
		Annexure II(A) Form ‘A’ issued by competent Authority	
		Annexure II(B) Form ‘B’ Affidavit	
		Annexure – III Annual Turnover Statement	
		Annexure-VII Declaration and Undertaking	

**BILL OF MATERIAL AND TECHNICAL SPECIFICATIONS**

S.No.	Description of Item and Technical specification	Estimated Bid Qty.
1.	<p>N-95 Mask</p> <ul style="list-style-type: none"><li>• Shape that will not collapse easily</li><li>• High filtration efficiency</li><li>• Good breathability</li><li>• with expiratory valve</li><li>• Quality complaint with standards for medical N95 respirator:<ul style="list-style-type: none"><li>a. NIOSHN95,EN 149, FFP2/as per BIS 9473:2002 or equivalent</li></ul></li><li>• Fluid resistance: minimum 80mmHg pressure based on ASTM F1862, ISO 22609, or equivalent</li><li>• Quality complaint with standards for particulate respirator that can be worn with full-face shield.</li></ul>	6,00,000

**NOTE:-**

1. Supplier will be bound to supply 75% of the ordered quantity of N-95 mask with adjustable head loop and 25% with ear loop.
2. It is required for the bidder to submit 100 piece of N-95 mask as samples with in a period of 03 days from last date of submission of technical bid.
3. Test report should be submitted with NABL accredited lab for standards/Specification mentioned in Bid document.

**Annexure- VII**  
**Clause 5,10.2**

***Declaration & Undertaking***

(F.02(92)/RMSCL/Proc/N-95 mask /NIB-04/2021/88

Dated:25.03.2021)

*(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).....do here by declare on oath as follows:-

1. That the quoted product at Code Nos.....in the Bid, are manufactured/imported by us.
2. That the quoted products manufactured by us are of good quality and meet the applicable standards. No case is pending in any court regarding quality of quoted items.
3. That we have following Capacity /Commitment of quantity in our plant at above address:-

S. No .	Name of quoted item	Monthly Capacity for N-95 MASK	Annual Production Capacity for N-95 MASK	Monthly supply Commitment to RMSC for N-95 MASK	Supply Commitment quantity during tender period (Nos. of N-95 MASK	Estimated Bid Quantity as per Annexure VI	<u>GSTIN Number &amp; Name of state where GSTIN registered</u>
1.							

4. 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 NOSQ* by any other State /Central Government or *its any agencies* (Central 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)

5. That our Firm/Company and its Proprietor/Partner/Directors/ Power of attorney holders have not been convicted for contravention by court of law. I have not been convicted under the Prevention of Corruption Act; or under the Indian Penal Code 1860 or any, other law for the time being in force, for causing any loss of life or property, or causing a threat to public health as part of execution of a public procurement contract.
6. That the quoted products comply with the standards as per the details given below:-

S.No.	Code No.	Name of the Item	Details of Standards
-------	----------	------------------	----------------------

7. That we have own in-house testing laboratory wherein all the tests required with respect to the quoted products are carried out.
8. That we have qualified staff, machines & equipments along with capacity to manufacture the above category of surgical items.
9. That we hereby confirm that we have deposited all the VAT/Sale Tax/ **GST & filling returns as applicable** as on.....With the department. **central excise / State commercial department** is due on M/s.....as on.....
10. That I will supply the items as per the designs **given in Bid clause no 15 and** as per the instructions given in this regard.
11. That I/We have carefully read all the conditions of Bid in Ref. No. F.02(92)/RMSCL/Proc/N-95 mask /NIB-04/2021/88 Dated:25.03.2021 for supply of different types of N-95 MASK mentioned in Annexure VI. (Contract ending on 31.12.2021) for Rajasthan Medical Services Corporation and accept all conditions of Bid, including amendments if any **If case of typographical error found in submitted documents / affidavits, in this case we accept all the Terms and conditions of bid documents.**

I/We also undertake that items quoted by us confirm all the parameters of specification & required IS standards.

12. I/We agree that the Bid Inviting Authority forfeiting the Bid Security Deposit and 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 after evaluation / at the time of inspection and not

complying the conditions as per the applicable standards *or at any time during the Bid process.*

13. 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. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

**15. The quoted rates of any items is not more than the price fixed by the govt. under the current drugs (Price control) order.**

**16. The submitted Average Annual Turnover certificate is related to any business.**

17. Our complete address for communication.....  
.....  
.....  
.....Pin.....

E-mail address : - .....

Phone No. /Mobile No.....

18. Bank detail for e banking :-

Name of account holder .....

Full name of Bank with Branch .....

A/c no. with full digits.....

IFSC code .....

PAN NO of the firm.....

19. Authorized/nominating person

Name: .....

Designation:-.....

Complete address for communication:-

.....

.....

E-mail address:-.....

Mobile No.....

Photograph of  
Authorized/  
nominating  
person

Signature of  
Authorized /  
nominating person

(Name of Deponent & Signature)  
Designation

**Verification**

I.....S/o.....(Designation)..... Affirm on oath that the contents/information from para 1 to 19 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



**Undertaking of manufacturing Capacity and supply commitment**

I..... hereby declare that firm  
M/s..... has monthly manufacturing capacity  
of N-95 MASK is more than 10 Lacs per month and I do commitment to supply  
at least 10 Lacs N-95 MASK Per Month.

Name of firm  
Authorized Representative  
Signature &  
Date

**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 that passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

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

6. Ground of appeal:

.....

.....

.....

.....

..... (Supported by an affidavit)

7.

Prayer:

.....

.....

.....

Place.....

Date.....

Appellant's Signature

**Supplier Consolidated Invoice**

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

DL NO.:	GST No.:	HSN Code:	Invoice No.: Date:
---------	----------	-----------	-----------------------

Purchaser: Managing Director Address: Rajasthan Medical Services Corporation, Gandhi-Block, Swasthaya Bhawan, Tilak Marg, C- Scheme, Jaipur Phone No. 0141- 2228066  RMSCL GSTIN -08AAFRCR2824M1Z3	Purchase Order No.: ..... Date: .....
---	--

Name of Item/Description : .....	Item Code (RMSCL) : .....
-------------------------------------	---------------------------

S. No	Name of Central Drug Store, Sethi colony, Jaipur.	Ordered Qty.	Invoice/Challan no.	Date	Packin g Size	BATCH NO.	MFG. DT.	EXP. DT.	QUANTIT Y Supplied in No. (Batch wise)	Basic Rate (without <u>GST</u> )	Basic Amount (without <u>GST</u> )
1	2	3	4	5	6	7	8	9	10	11	12

Remarks:	Total Basic Amount
	Rate of (%) <u>GST(CGST)</u>
	Rate of (%) <u>GST(SGST)</u>
	Rate of (%) <u>GST(IGST)</u>
	Total GST Amount ( <u>CGST+ SGST+ IGST</u> )
	Grand total (Basic Amount + GST Amount)

**Authorized Signatory**

**Analytical Report Regarding Quality**

<b>Name of Supplier</b>						
<b>Add.</b>						
<b>PO No.</b>			<b>Date:</b>			
<b>Item Name</b>						
<b>Details of in house test report</b>						
<b>S.No.</b>	<b>Name of Lab.</b>	<b>Test report No.</b>	<b>Date</b>	<b>Batch No.</b>	<b>Qty. Supplied</b>	<b>Result</b>

**Authorised  
Signatory**

**PROFORMA FOR SUBMISSION OF N-95 MASK SAMPLES**

Tender No.        F.02(92)/RMSCL/Proc/N-95 mask /NIB-04/2021/88        Dated:25.03.2021

Name of Bidder        \_\_\_\_\_

Address        \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S.No	Item Code	Name of the Item	Qty. of Normal/Regular Sales Pack	Batch No.

Station :

Signature and Seal

Date :

**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.....2021 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 Bank guarantee is payable at Jaipur Branch .....

This guarantee is valid until the.....day of.....2021.....

Signatures and Seal of Guarantors

Date.....

Address:.....

.....

**Note:- The validity of bank guarantee should be for 12 months from the date of issuance of letter of acceptance.**

**UNDERTAKING REGARDING IN- HOUSE TESTING FACILITY**

I ..... hereby declare that firm  
M/s..... has in-house testing facility for N-95  
MASK .

Name of firm  
Authorized Representative  
Signature & Date

**Form of Bid-Securing Declaration**  
**(On Rs. 50.00 Stamp)**

Date:

Bid No. :

Alternative No. :

To:

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We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid,

in the following cases, namely :-

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

Chapter VI of these rules.

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

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or



(v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents

stipulate that no such withdrawal is permitted.

Signed.: -----

Name :-----

In the capacity of :-----

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

Dated on day of

Corporate Seal -----

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