

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

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

Tel No: 0141-2228066, 2228064, E-mail: rmsc@nic.in,

edprmsc@gmail.com

**E-LIMITED BID FOR SUPPLY OF STERILE HYPODERMIC SYRINGE WITH
NEEDLE ATTACHED
(SURGICAL DRUG ITEMS)**



!! सर्वे सन्तु निरामया:!!

LAST DATE OF SUBMISSION OF BIDS:- 04.3.2016

-
**Ministry of Health & Family Welfare
Government of Rajasthan**

RMSCL

“Mukhyamantri Nishulak Dava Yojana”

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

Phone No: 0141-2228066 , 2228064 Fax No. 0141-2228065 [Website: www.rmssc.nic.in](http://www.rmssc.nic.in)
CIN:U24232RJ2011SGC035067 E_mail : edprmsc@gmail.com, and rmssc@nic.in

Ref. No.: F.02(24)/RMSC/PROCUREMENT/S&S(Durg)/LIMITED NIB-05/2016/ 61 Dated: 26.02.2016

Notice Inviting E-Limited Bid

E-Limited bid are invited up to **4.30 PM of 04.3.2016** for Supply of Sterile Hypodermic Syringe with Needle attached (Surgical Drug Items). Details may be seen in the Bidding Documents at our office or at the website of State Public procurement Portal <http://sppp.raj.nic.in>, www.dipronline.org, <http://eproc.rajasthan.gov.in> , www.rmssc.nic.in and may be downloaded from there.

**Executive Director (Procurement)
RMSCL**

**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.
RAJASTHAN**

**E-LIMITED BID FOR SUPPLY OF STERILE HYPODERMIC SYRINGE WITH NEEDLE
ATTACHED
(SURGICAL DRUG ITEMS)**

Bid Reference :F.02(24)/RMSC/PROCUREMENT/S&S(Drug)/LIMITED
NIB-05/2016/61 **Dated:26.02.2016**

Last date and time of submission of bids :04.03.2016 up to 3.30 PM

Date and time of opening of bids : 04.03.2016 at 4:30 PM

RISL Processing Fees : **Rs. 1000/-**

GENERAL INSTRUCTION FOR BIDDERS

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

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

9. Highlight the quoted items in the documents like Product Permission and Market Standing Certificate, and also mark the item code no. at appropriate place in the documents.
10. The submitted product permission and other documents should be clearly legible. Date of issue of the documents should be clearly legible.
11. 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.
12. 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 prebid meeting so that the representation of the bidders may be well processed and decision could be taken well in time.
13. If there is any query in Bid document/uploading process, you may contact
Sh. Deepak sharma, Sr. Manager (Procurement Drugs) Mob.No.-08875298700
Sh. K.K. Moolchandani, Manager (Procurement) Mob.No. 09460764250

-
**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.
RAJASTHAN**

**E-LIMITED BID FOR SUPPLY OF STERILE HYPODERMIC SYRINGE WITH
NEEDLE ATTACHED
(SURGICAL DRUG ITEMS)**

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as Bids Inviting Authority unless the context otherwise requires) E-LIMITED BID FOR SUPPLY OF STERILE HYPODERMIC SYRINGE WITH NEEDLE ATTACHED (SURGICAL DRUG ITEMS)

LAST DATE FOR RECEIPT OF BIDS

- (a) E-Limited Bids [in two separate bid (Technical & Price Bid)] will be received till **04.03.2016 at 4.30 PM** by the Rajasthan Medical Services Corporation Ltd, for the supply of surgical.
- (b) The bids shall be valid for a Period of 70 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Bid Inviting Authority may request the Bidders to extend the bid validity for another period of 30 days. The Bidder may refuse extension of bid validity without forfeiting the Bid security deposit.
- (c) The E-Bids will be received on web-portal of e-procurement of Gov. of Raj. Every Bidder will be required to pay the processing fee of Rs.**1000.00** of R.I.S.L. through prescribed challan (*format enclosed in Annexure- I*) in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country up to **03.3.2016** or through D.D./bankers cheque in favour of M.D. RISL physically in the office of RMSC by **4.30 PM** on **04.3.2016** .The bidders shall submit/upload scanned copy of the challan/DD/ in Technical Bid. Bids will be opened only after ensuring receipt of processing fees. In the absence of processing fees Deposit the Bids will be rejected.
- (d) **The supply, without logo and with brand name may be accepted.**

1. ELIGIBILITY CRITERIA

- (a) Bidder shall be a manufacturer having valid own manufacturing license or direct importer holding valid import license. Distributors/ Suppliers / Agents are not eligible to participate in the Bids.
- (b) **Average Annual turnover (for drugs and medicines including Surgical and sutures Business) in the last three financial years (2012-13, 2013-14,2014-2015) shall not be less than Rs. 10 Crores. For SSI units of Rajasthan, the average annual turnover in the last three financial years (2012-13, 2013-14, 2014-2015) should not be less than Rs. 2 Crores.** The same should be supported by audited annual accounts & certified by a Chartered Accountant, based on audited accounts.

Explanatory Note:-

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

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

- (c) Bidder should have at least 3 years market standing as a manufacturer for the items quoted in the tender, on the date of bid opening. **The bidder should also have manufactured at least 3 commercial batches of the quoted drug every year in the last 3 consecutive years (Annexure XI).**In the case of imported products, the product should have minimum 3 years standing in the market. The importer should have at least 3 years market standing as manufacturer/ importer of surgical & Sutures in general.

Market Standing Certificate for manufacturing both Sterile Hypodermic Syringe and Needle for last three years in the same manufacturing unit is

acceptable but firm must submit the Product Permission as per RMSC specification at the time of Bid submission.

Explanatory Note:

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

- (d) Bidder should have permission to manufacture the surgical item quoted as per specification given in the Bid, from the competent authority. **The MEDICAL DEVICES shall conform to the Indian standards laid down from time to time by bureau of Indian standards. if there are no Bureau of Standard then it shall conform to the International Standards(CE/USFDA). The label may bear symbols recognised by Bureau of Indian Standards or International Organisation for standardisation in lieu of text.**
- (e) 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 should be asked to declare the same in the form of an undertaking / declaration
- (f) Bid should not be submitted for the product/products for which the concern/company stands blacklisted/banned/debarred either by Bid inviting Authority or Govt. of Rajasthan *or its departments* on any ground.
The Bid should not be submitted for those products also for which the concern/company stands blacklisted/banned/debarred by any other State/Central Govt. or *it's any agencies* (central Drugs procurement agencies) on the ground of *conviction by court of law or the products being found spurious or adulterated.*
- (g) The concern/company/firm which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority (RMSC) or Govt. of Rajasthan *or its departments* on the date of bid submission, shall not be eligible to participate in the Bid.

The concern/company/firm which stands blacklisted/banned/debarred on the ground of *conviction by court of law or the products being found spurious or adulterated* by any other

State /Central Government or *it's any agencies* (central Drugs procurement agencies) shall also not be eligible to participate in the Bid. **For Specific cases regarding other quality issues the purchase committee of RMSC may decide the case on merit basis.**

- (h) If any product/products of a company/firm have been declared as not of standard quality, **as per Drugs & Cosmetics Act** during last 2 years anywhere, such concern/company/firm shall not be eligible to participate in Bid for such product/products. If any company/firm is found to have any such product quoted in the Bid, the product shall be blacklisted for 2 years.
- (i) The concern/firm/company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company shall also not be eligible to participate in the Bid.
- (j) 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.
- (k) 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.

2. PURCHASE PREFERENCE

- i. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units **or 25% preference may be given to PSU if there is no SSI unit to avail this benefit**). However these units will be required to participate in Bidding process and match L-1 price
- ii. **Comparison of rates of firms outside and those in Rajasthan** -While tabulating the Bids of those firms which are not entitled to price preference, the element of Rajasthan VAT shall be excluded from the rates quoted by the firms of Rajasthan and the element of CST shall be included in the rates quoted by the firms of outside Rajasthan. In such case if the price of any commodity being

offered for sale by firms in Rajasthan is the same or lower (excluding Rajasthan VAT) than the price of firm outside Rajasthan (including element of CST), the commodity shall be purchased from the firm in Rajasthan.

- iii. VAT on surgicals and sutures are exempted in Rajasthan. RMSCL will issue necessary exempted certificate.
- iv. RMSC will also issue "C-certificate" in case of interstate supply. Therefore concessional CST should be charged

3. GENERAL CONDITIONS

- i. At any time prior to the date of submission of Bid, Bid Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Bidder, modify the condition in Bid documents by amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority may at his discretion, extended the date and time for submission of Bids.
- ii. Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority.
- iii. In case any document submitted by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and BID Security Deposit/Performance Security will be forfeited. Bidder/his representative may also be blacklisted/banned/debarred. Report with police station may also be filed against such bidder/his representative.

4. TECHNICAL BID

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

- 1 Completed annexure-IV (Declaration & Undertaking).
2. Product Permission (issued by the licensing Authority) of quoted product. Import License (Form 10) for imported product.
3. Three years Market Standing Certificate (issued by the licensing Authority) of quoted product.
4. BOQ (Price Bid)
- 5.Samples (12 units)

The Bid shall be rejected if any of the above is not submitted. The Bidder should possess the following and would be required to produce

the same as and when demanded. However, these may not be submitted with bid.

- (a) Bidders are allowed the option to quote for anyone item or more items as mentioned in bid (list of surgicals proposed to be purchased at Annexure-V.
- (b) Documentary evidence for the constitution of the company/Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.
- (c) Copy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the Bid. The license must have been duly renewed/ valid up to date and the items quoted shall be clearly highlighted in the license.
- (d) Valid import license in Form 10 with Form 41 (as per Rule 122A of Drugs and Cosmetics Act), if the product is imported; valid license for the sale of surgicals imported by the firms issued by the licensing authority.
- (e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Bidder.
- (f) Authorization/nominating a responsible person of the Bidder to transact the business with the Bid Inviting Authority **with photograph in Annexure IV.**
- (g) Bidder should have at least 3 years market standing as a manufacturer for the items quoted in the bid.

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

the firm. The bidder shall submit valid import license for direct import of the quoted item.

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

Market Standing Certificate for manufacturing both Sterile Hypodermic Syringe and Needle for last three years in the same manufacturing unit is acceptable but firm must submit the Product Permission as per RMSC specification at the time of Bid submission.

- (i) Non-conviction Certificate issued by the Drugs Controller of the State. It should be recent and not more than one year old.
- (j) Good manufacturing practices Certificate (GMP) as per revised Schedule -'M', or WHO-GMP Certificate issued by the Licensing Authority. The GMP certificate must not be older than one year from the due date of Bid submission in the case where validity is not mentioned in the certificate. **The GMP certificate of all the manufacturing plants, of which products have been quoted, should be submitted. The Bidder shall also furnish an undertaking in the format given in Annexure-IV point no8.** declaring that the Bidder complies with the requirements of GMP (as per revised Schedule-'M'). The Importer should produce WHO- GMP /COPP

of the manufacturing firm or a certificate which is at par with WHO-GMP issued by exporting countries like US- FDA approval, etc. In the case of imported drugs, labels and product literature of all quoted products must be submitted.

- (k) Annual turnover statement for 3 years i.e., **(2012-13, 2013-14,2014-2015)** in the format given in Annexure-II certified by the practicing Chartered Accountant.

Explanatory Note:-

- 1) **The merger / amalgamation / transfer of business / transfer of assets / share in sister concern / share in joint venture etc. of a firm affect the bid condition relating to 'Turnover' in preceding years. The eligibility of a bidder in this regard shall be ascertained by the Purchase Committee on the basis of the above stated agreement / BOD resolution / CA certificate or any other document(s) annexed with the tender documents and the decision of Purchase Committee shall be final.**
- 2) **The amount shown as Turnover in the tender should be the amount as per VAT Act / other Acts and necessary documents / certificates shall be annexed with tender documents and accordingly eligibility of a bidder in this regard shall be ascertained by the Purchase Committee.**
 - (l) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. **(2012-13, 2013-14,2014-15)** duly certified by the practicing Chartered Accountant.
 - (m) VAT/Sales Tax Clearance certificate (copies of latest challans), as on **31.12.2015**.
 - (n) Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from the registration provided they produce the copy of appropriate notification.
 - (o) A copy of PAN issued by Income Tax Department.
 - (p) Undertaking that the manufacturer has not been blacklisted, the product has not been declared as not of standard quality during last two years mentioned at Annexure-IV.
 - (q) An undertaking that the bidder complies with all the terms, conditions, amendments (if any) of bid document and quoted items confirm all

parameters of specification and required IS standards to be submitted in
Declaration & Undertaking (Annexure-IV point no.11)

- (r) A declaration under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 in Annexure-IV point no. 14
- (s) *All copies submitted should be self attested.*

Note:- Clarification regarding submission of documents

It is found that some of the documents are sometimes not valid on the exact date of bid opening; the firm has submitted slightly older documents in the bid as it has not been able to get the new/renewed certificate issued from the concerned department till bid submission. Documents such as Non conviction certificate, GMP certificate, MSC and bill/invoices shall be accepted if they have been issued after bid submission but submitted to Tendering authority when asked to do so in the form of clarification/short fall documents. But such documents shall be considered only if it is proved that the competence as certified by the competent authority regarding the required documents existed with the bidder on the date of submission of bid.

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.**

Note:-

- 1. Bidders are requested to fill the column no 6,7,8,9 of BOQ carefully. If fails to do so, it is merely his responsibility for the same.**
- 2. Bidders are requested to include all the total cost (Basic Rate, excise duty Freight, insurance etc.) except VAT/CST in column no 6 of BOQ**
- 3. Excise duty percentage and Amount are to be filled in the column no 7 & 8 of BOQ respectively.**
- 4. Percentage of VAT / CST is to be filled in the column in the column no 9 of BOQ.**

7. OPENING OF TECHNICAL BID AND TECHNICAL EVALUATION

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

8.1 PRODUCTION OF SAMPLES

- (a) Bidder shall submit 12 sample units of each quoted item, 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. 05/2016 ". **The sample as above shall be submitted up to 04.3.2016.** The bidder should submit, along with the samples, the list of sample of sample items in the given format in Annexure -XI.

8.2 BID SECURITY (DELETED)

9. OTHER CONDITIONS

1. The orders will be placed by the Managing Director or any officer designated, Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
2. The details of the required surgical are shown in **Annexure-V**. The quantity mentioned is only the tentative requirement and may increase or decrease as per

the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination.

3. Bid has been published with the **generic names of surgical**. The Bidders should quote the rates for their products. The composition and strength of each product should be as per details given in **Annexure-V**. Any variation, if found, will result in rejection of the Bid. The products should conform to the specified standards IP/BP/USP. In case the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing.
4. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales tax) should be quoted for each of the required **surgical** etc., separately on door delivery basis according to the unit ordered. Bid for the supply of **surgicals**, etc. with conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful Bidders. No quantity or cash discount should be offered.
5. **The supply, even without logo and with brand name shall be accepted. The price should not appear on the label.**
6. The rates quoted and accepted will be binding on the Bidder during validity period of the bid and any increase in the price (except increase due to Excise Duty or any other statutory taxes) will not be entertained.
7. No Bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him after last date fixed for receipt of bid. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.
8. The rates should be quoted only for the composition stated in the Bid.

9. Supplies should be made directly by the bidder and not through any other agency.
10. The Bidder shall allow inspection of the factory at any time by a team of Experts/Officials of the Bid Inviting Authority and or of the Govt. of Rajasthan. The Bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for any such inspection, its Bids will be rejected. **The firms/companies selected to supply the quoted product /products shall be inspected within 3 months after entering into contract with the firm.**

10. ACCEPTANCE OF BID

1. The Bid evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the Bid with reference to various criteria.
2. Bid Inviting Authority reserves the right to accept or reject the Bid for the supply of all or any one or more items of the surgical Bided for in a Bid without assigning any reason.
3. Bid Inviting Authority, or his authorized representative (s) has the right to inspect the factories of Bidders, before, accepting the rate quoted by them, or before releasing any purchase order(s), or at any point of time during the continuance of Bid and also has the right to reject the Bid or terminate/cancel the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.
4. The acceptance of the Bids will be communicated to the successful Bidders in writing by the Bid inviting authority.
5. The approved rates of the successful Bidders would be valid for 90 days (*w.e.f date of letter of acceptance*)
6. *Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.*

11. PERFORMANCE SECURITY

The Successful Bidders shall be required to pay performance Security Deposit @ 5% of the Contract value. Performance security will not be taken from

undertaking, corporation of GoI & GoR.. The SSI Units of Rajasthan shall be required to pay Performance security @ 1% of the contract value.

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

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

12. AGREEMENT

- a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation letter of interest by the Bid Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd**. The Specimen form of agreement is available in **Annexure-III, failing to submission of performance security and execution of agreement within 10 days as stipulated, will result in consequential action.**
- b) The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part thereof to any person or persons whatsoever.
- c) All notices or communication relating to, or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode.

13. SUPPLY CONDITIONS

1. Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority. Surgical will be supplied at 34 District drug ware houses and 6 Medical College Warehouses of Rajasthan.

2. The supplier shall supply the entire ordered quantity before the end of **30** days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day. For surgical items requiring sterility test and imported ones, the supply period will be **45** days from the date of issue of purchase order.
3. All supplies will be scheduled for the period from the date of purchase order till the completion of the bid in installments, as may be stipulated in the purchase order.
4. **Shelf Life:** The remaining shelf life of the surgical at the time of delivery should not be less than $\frac{3}{4}$ of the labeled shelf life. Quality Assurance: The supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made; (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per cGMP included in Schedule M of Drugs & Cosmetic Rules. *In case of imported items the remaining shelf life of 60% or more may be accepted with an undertaking that the firm will replace the unused expired stores with fresh goods. However, firms supplying surgical with remaining shelf life of 75% or more need not submit such undertaking.*
5. 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 surgical will be returned back to the supplier and he is bound to replenish the same with approved laboratory test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.
6. The surgical supplied by the successful Bidder shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the Bid documents.
7. The Supplier should supply the surgical at the Warehouse specified in the Purchase Order and if the surgical supplied at a designated places other than

those specified in the Purchase Order, transports charges will be recovered from the supplier.

8. If the supplier fails to execute at least 50% of the quantity mentioned in single purchase order and such part supply continues for three consecutive Purchase orders, then the supplier will be ineligible to participate in any of the Bids for particular items of surgical for a period of one year immediately succeeding year in which supplier has been placed Purchase order.
9. If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of surgical for which the Purchase orders have been placed from any other sources (**such as Public Sector undertakings at their rates, empanelled bidders, and bidders who have been technically qualified in the said bid**) or in the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Bid inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default.
10. The order stands cancelled after the expiration of delivery period, and if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the performance security and shall invite other penal action like blacklisting/Debarring disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority.
11. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
12. If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the Bidder within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes.

13. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Bid Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of "Customs" or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Bidder Inviting Authority.

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

15. If supplies are not fully completed as per stipulated delivery schedule in 30 days from the date of the Purchase Order, (45 days for surgical requiring sterility test/imported items) the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the Surgical at the Warehouse specified in the Purchase Order and if the *items* supplied at designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.

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

17. **LOGOGRAMS / Markings**

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

DESIGNS FOR LOGORAMS

Surgical 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 surgical should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage

directions should be clear, legible, preferably with yellow highlighted background.



SPECIMEN LABEL FOR OUTER CARTON

RAJASTHAN GOVT. SUPPLY NOT FOR SALE
<hr/> (Name of Surgical.) <hr/>
CONSTITUENTS OF..... Name of the surgicals and sutures, Manufactured by, Batch no Mfg.Date, Exp. Date, Quantity/Kit
Net. Weight:.....Kg
Manufactured by/Assembled by

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

1. Bids for the supply for Surgical 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. Affixing of stickers and rubber stamps shall not be accepted.

2. Failure to supply Surgical with the logogram will be treated as breach of the terms of agreement and damages will be deducted from bills payable as per conditions in Clause 18.2 Bidders who are not willing to agree to conditions above will be summarily rejected.
3. In case of imported surgical affixing rubber stamp on the original label is allowed with indelible ink on inner most and outer packing.

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

15. PACKING

- a. The item shall be supplied in the package schedule given below and the package shall carry the logogram as specified. 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.
- b. It should be ensured that only first hand fresh packaging material is used for packing. All packaging must be properly sealed and temper proof.
- c. All packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia/BIS /Act.
- d. **The name of the surgical 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.**
- e. It should be ensured that only first hand fresh packaging material of uniform size is used for packing. All packaging must be properly sealed and temper proof.
- f. All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act

- g. Packing should be able to prevent damages or deterioration during transit.
- h. In the event of items of surgical 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 items of surgical 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.

I. SCHEDULE FOR PACKAGING OF SURGICAL 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 over lap 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 carton 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.

16. **QUALITY TESTING**

1. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for testing. (The samples would be sent to different empanelled laboratories for testing by the ordering authority after coding). The RMSC will deduct a sum of 1.5% from the amount of bill payable to supplier on account of handling and testing charges.
2. The Surgical shall have the desirable properties within the permissible level throughout the shelf life period of the Surgical and Sutures. The samples may also be drawn periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.
3. In the event of the samples of the Surgical & Sutures supplied failing quality tests or found to be not as per specification the ordering authority is at liberty to make alternative purchase of items of

Surgical 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 .

4. The supplier shall furnish to the purchaser the evidence of bio-availability and/or bio-equivalence / other parameters for certain products when asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.
5. The domestic manufactured products should have ISI mark, for the items which are not ISI mark should at least conform to the standards of IP/BP / USP/BIS as the case may be for which laboratory test may be done along with clinical examination with reference to the standards laid down in the protocol. In case, the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported item respective countries pharmacopeia standards shall be acceptable (even if the product is official in IP). Such products should be CE or US- FDA approved.

17. **PAYMENT PROVISIONS**

1. No advance payment towards costs of Surgical will be made to the Bidder.
2. On receipt of the consolidated invoices (Annexure-VII) duly stamped & signed by authorized signatory, consignee receipt and analytical report regarding quality (Annexure-VII), the payment would be made in 30 days.
3. The in charge of District drug warehouse (DDW) will be required to acknowledge the surgical received & ensure entry in e- Aushadhi software online.
4. All bills/ Invoices should be raised in duplicate and in the case of excisable Surgical, the bills should be drawn as per Central Excise Rules

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

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

5. Payments for supplies will be considered after the receipt of reports of Standard Quality on samples having been tested from Approved Laboratories of ordering authority. Furthermore, in case the supplies do not meet the ordered quantities, following conditions shall apply: -

(i) If a bidder fails to supply the complete quantity (but has supplied at least 70%) of an item ordered in the Purchase Order, a penalty @ 10% of the value of unsupplied/ short supplied quantity, shall be levied. **The minimum penalty shall be Rs 1000/- in case if it comes to less than this amount by calculation.**

(ii) If a bidder fails to supply even 70% of the quantity of an item ordered in the Purchase Order, an extra penalty @ 2% on Purchase order value shall be levied in addition to the penalty referred to in Para 17 5 (i) above.

6. If at any time during the period of contract, the price and excise duty or any other tax payable on the product 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 surgical fixed by NPPA (Govt of India) under applicable DPCO is less than the RMSC contract price, the supplier shall be bound to make the supplies of such items at price fixed by the Govt.

7. (a) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of Bids and during the Bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic of the

price structure price of the surgical approved under the Bid. For claiming the additional cost on account of the increase in Excise Duty, the Bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately.

Similarly if there is any reduction in the rate of essential drug, as notified by the Govt., after the date of submission of Bid, the quantum of the price to the extent of reduction of essential drug will be deducted without any change in the basic price of the price structure of the items approved under the Bid.

(b) In case of successful bidder has been **enjoying** excise duty exemption on any criteria of Turnover etc., such bidder will not be allowed to claim excise duty at later point of time, during the tenure of contract, when the excise duty is chargeable on goods manufactured.

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

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

(iii) **Extension in delivery period:-** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the Bidder has failed to supply:-

- i. Delay upto one fourth period of the prescribed delivery period; 2.5%
- ii. Delay exceeding one fourth but not exceeding half of the prescribed delivery period; 5%
- iii. Delay exceeding half but not exceeding three fourth of the prescribed delivery period; 7.5%

- iv. 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.*

Note 3:- If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rate received in new bid(s) invited is lower than the rate contract in operation, then the supplier shall be entitled to the lower rates so received.

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, 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. 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.

18. DEDUCTION IN PAYMENTS:

1. If the supply is received in damaged conditions it shall not be accepted.
2. All the Bidder are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Bid conditions a separate damages will be levied @ 2% irrespective of the ordering authority

having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified.

19. 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 the Bid security Deposit deposited by him along with his Bid, shall stand forfeited by the Bid Inviting Authority and he will also be liable for all damages sustained by the Bid Inviting Authority apart from **blacklisting/debarring the supplier.**
2. If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days from the issue of letter from ordering authority the information of which may be communicated by e- mail. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD surgicals and sutures IF THE SUPPLIER does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD surgicals and sutures within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charge calculated @ 2% per week on the value of the drugs rejected till such destruction. *The supplier shall replace the stock of NOSQ goods with fresh goods upon intimation to do so by the ordering authority.*
3. The supplier will not be entitled to any payment whatsoever for Items of surgicals and sutures 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 surgicals and sutures from the any amount payable to the Bidder. On the basis of nature of failure, the product/supplier will be moved for Black Listing.
4. For supply of surgicals and sutures of NOT OF STANDARD QUALITY the respective Drugs Controller will be informed for initiating necessary action on

the supplier and that the report of product shall be sent to the committee for appropriate action including blacklisting.

5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied surgicals and sutures etc., shall be final and binding.
6. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.
7. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
8. Non performance of any contract provisions shall be examine and may disqualify the firm to participate in the future Bids.
9. In the event of making ALTERNATIVE PURCHASE the penalty will be imposed on supplier apart from forfeiture of Security Deposit. The excess expenditure over and above contracted process incurred by the ordering authority in making such purchases from any other sources or from the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the performance security or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.
10. In all the above conditions, the decision of the Bid Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and binding; in case of any dispute regarding all cases under Bid procedure or in any other non-ordinary situation and would be acceptable to all.
11. All litigations related to the supplier for any defaults will be done by Bid Inviting Authority and his decision will be final and binding.
12. 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:-
 - (i) Further purchase orders should not be placed to firm.
 - (ii) Purchase orders in process shall be cancelled.

- (iii) All unconsumed stock from DDW's should be lifted on the cost of firm.
- (iv) If payment is made for unconsumed stock it should be recovered from firm.
- (v) All Rate contracts should be cancelled.

20. EMPANELMENT OF FIRMS (Deleted)

21. SAVING CLAUSE

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

22. JURISDICTION

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

23. CORRECTION OF ARITHMETIC ERRORS:

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

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

-

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

24. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

- (i) At the time of award of contract, the quantity of surgicals and sutures, originally specified in the bidding documents may be increased or decreased. There will not be any minimum quantity guaranteed against bid quantity. The bid quantity is only indicative. Actual purchase can be more or less than the bid quantity based on actual consumption in the hospitals during Rate Contract period.
- (ii) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) However a bidder is bound to supply up to quantity indicated in bid document, considering the total production capacity & capacity dedicated to RMSC. Moreover, the actual purchases beyond Bid quantity may be made keeping in view the supply commitment of bidder to corporation.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted and declared successful L-1 bidder. However, when the quantity of surgicals and sutures the subject matter of procurement is very large may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity of surgicals and sutures or when it is considered that the surgicals and sutures being of critical and vital nature, in such cases, the quantity of surgicals and sutures may be divided between the bidders, whose bid are accepted and the second lowest bidder or even more bidders in that order.

26. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

The Designation and address of the First Appellate Authority is 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. Filling an appeal

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

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

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

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

iii. If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

iv. Appeal not to lie in certain cases

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

- (a) Determination of need of procurement;
- (b) Provision limiting participation of Bidders in the Bid process; (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

v. Form of Appeal

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

vi. Fee for filling appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

vii. Procedure for disposal of appeal

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

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

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

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

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

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

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or any-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest:-

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

A Conflict of interest is considered to be a situation in which a party has 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.

28. **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 those 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/FMD/SD/Tender Processing Fees/Others
 Mobile No.: _____

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹ _____
 Commission ₹ _____
 Total amount ₹ _____

Amount (in words): ₹ _____

Name of the Depositor: _____
 Signature: _____
 Address for communication: _____

Acknowledgement

For Bank use only

Cashier/Officer

Annexure - 1

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/FMD/SD/ Tender Processing Fees/Others
 Mobile No.: _____

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹ _____
 Commission ₹ _____
 Total amount ₹ _____

Amount (in words): ₹ _____

Name of the Depositor: _____
 Signature: _____
 Address for communication: _____

Acknowledgement

For Bank use only

Cashier/Officer

-

ANNEXURE-II
Ref. Clause No. 5 (k)

ANNUAL TURN OVER STATEMENT

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

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

Date:

Seal:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

AGREEMENT

This Deed of Agreement is made on this _____ day
of

_____ 2016 by M/s. _____

represented by its Proprietor/Managing partner/Managing Director having its

Registered _____ Office _____ at

_____ and its Factory

Premises _____ at

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

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

-
1. The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to Bid floated for the rate contract cum supply for surgical .For Rajasthan Medical Services Corporation, the instruction to Bidders, the conditions of Bid, acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 2. (a) The Agreement is for the supply by the Supplier to the Purchaser of the surgical specified in the agreement on the terms and conditions set forth in the Agreement.
(b) This Agreement shall be deemed to have come into force with effect from *the date of issuance of letter of acceptance* _____ and it shall remain in force upto _____.
(c) The Bid quantity noted against each item in the schedule attached hereto indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period indicated in Clause (b) Above. This quantity may increase or decrease at the discretion of the Purchaser. The Supplier shall make supplies of the surgical 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 binding.
- 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

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

Witness (Signature, Name & Address)

Witness

1.

1.

2.

2.

Declaration & Undertaking

(For F.02()/RMSC/PROCUREMENT/ S&S(Drug) /LIMITED NIB-05/2016/ 61
Dated 26.02.2016)

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

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

1. That none of the quoted surgical manufactured / imported by us since grant of above license have been found as of spurious or adulterated quality and no case in this regard is pending in any court.
2. That the quoted product is manufactured/imported by us, and none has been declared as “Not of standard quality” during last two years.
3. That concern/company/firm does not stand blacklisted/banned/debarred on any ground by Bid Inviting Authority or Govt. of Rajasthan *or its departments* on the date of bid submission.

The concern/company/firm does not stand blacklisted/banned/debarred on the ground of *conviction by court of law or the products being found spurious or adulterated* by any other State /Central Government or *it's any agencies* (central Drugs procurement agencies). **But my firm is blacklisted/banned/debarred on a different ground by a procurement agency, the details of which are given below-----**

-----**(Write ‘NIL’ if no such matter exists)**

4. That our Firm/Company and its Proprietor/Partner/Directors/ Power of attorney holders have not been convicted for contravention of any provisions of Drugs & Cosmetic Act 1940 and rules made there under since grant of license.

5. That we have been granted product permission by the State Licensing Authority for manufacture of quoted products as per the details given below:-

S. No.	Code No.	Name of the Product	Specification IP/BP/USP/ Other	Date of product permission obtained from the Licensing Authority	Whether Endorsement is in Generic or Trade Name	Issuing Licensing Authority	License number
1.							
2.							

6. That we have over three years' experience in the manufacture of the quoted product, or the quoted imported product has over 3 years market standing.
7. That we have own in-house testing laboratory wherein all the tests required w.r.t. the quoted products are carried out
8. That we have approved qualified staff, machines & equipments along with capacity to manufacture above category of surgical and our unit have been issued G.M.P.* Certificate as per Schedule M by State Licensing Authority vide letter No.....dated.....valid upto.....
9. That we hereby confirm that we have deposited all the VAT/Sale Tax as on.....With the department No VAT/CST is due on M/s.....as on.....
10. That I will supply the surgical per the designs given in Bid clause no 14 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()/RMSC/PROCUREMENT/S&S(Drug)/LIMITEDNIB-05/2016/61
Dated:26.02.2016 for Annual Rate Contract cum Supply, of surgical 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 or Performance Security and blacklisting /Debarring/Banning me/ us for a period of 5 years or as deemed fit if, any information furnished by us proved to be false/fabricated at the time of inspection and not complying the conditions as per Schedule M of the said Act or at any time during the Bid process.

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.

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

15. The submitted Average Annual Turnover certificate is related to drugs and medicines including Surgical and sutures Business only.

16. Our complete address for communication.....

.....

.....
..... Pin.....

E-mail address: -

Phone No. /Mobile No.....

17. Bank detail for e banking :-

Name of account holder

Full name of Bank with Branch

Address of Bank Pin.....

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

IFSC code

18. Authorized/nominating person

Name:

Designation:-.....

Organization:-.....

Complete address for communication:-
.....

..... Pin.....

E-mail address:-.....

Phone No./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 18 as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished by me as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to cancel the Bid for which I shall be solely responsible and the firm may be Debarred/Banned/ blacklisted / prosecuted for the same.

(Name of Deponent & Signature)

Witness :- (Name, Address & Signature)

1

2

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

List of Surgical with Specifications

S. No	Code No.	Name of item with specification	Packing Unit	Estimated Bid Qty.	Minimum labeled Shelf Life (In Months)
1.	S-26	<p>Sterile Hypodermic Syringe with Needle attached, 24G , Single Use - 2 ml</p> <ul style="list-style-type: none"> • Clear transparent chamber • Prominent graduation • Inert material gasket at the piston to minimise friction during movement & prevent leakage and back flow • Sharp needle ensuring minimum trauma during penetration • Packing: Needle should be attached with the syringe and packed in unit ribbon pack. • The words "DESTROY AFTER SINGLE USE" or equivalent should be written on Unit Container. • Shall conform to IS 12050 	Unit	200000	36
2.	S-27	<p>Sterile Hypodermic Syringe with Needle attached, 24G Single Use - 5 ml</p> <ul style="list-style-type: none"> • Clear transparent chamber • Prominent graduation • Inert material gasket at the piston to minimise friction during movement & prevent leakage and back flow • Sharp needle ensuring minimum trauma during penetration • Packing: Needle should be attached with the syringe and packed in unit ribbon pack. • The words "DESTROY AFTER SINGLE USE" or equivalent should be written on Unit Container. • Shall conform to IS 12050 	Unit	300000	36
3.	S-28	<p>Sterile Hypodermic Syringe with Needle attached, 22G, Single Use - 10 ml</p> <ul style="list-style-type: none"> • Clear transparent chamber • Prominent graduation • Inert material gasket at the piston to minimise friction during movement & prevent leakage and back flow • Sharp needle ensuring minimum trauma during penetration • Packing: Needle should be attached with the syringe and packed in unit ribbon pack. • The words "DESTROY AFTER SINGLE USE" or equivalent should be written on Unit Container. • Shall conform to IS 12050 	Unit	200000	36

-

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

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

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

Before the..... (First/Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official Address, if any:
- (iii) Residential address:

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

- (i)
- (ii)
- (iii)

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

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

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

6. Ground of appeal:

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

7.

Prayer:

.....
.....
.....
.....

Place.....

Date.....

Appellant's Signature

Supplier Consolidated Invoice

Name of Supplier:											
Complete Address:											
E-mail ID:											
DL NO.:				TIN No.:				Invoice No.:			
								Date:			
Purchaser: Managing Director Address: Rajasthan Medical Services Corporation, Gandhi-Block, Swasthaya Bhawan, Tilak Marg, C- Scheme, Jaipur Phone No. 0141- 2228066 RMSC TIN NO.08404750762								Purchase Order No.:			
								Date:			
Name of Item/Description :						Surgicals Code (RMSC) :					
S.No	Name of DDW	Odered Qty.	Invoice/Challan no.	Date	Packing Size	Batch No.	Mfg. Date	Exp. Date	Quantity Supplied in No. (Batch wise)	Basic Rate (without Concessional CST)	Basic Amount (without Concessional CST)
1	2	3	4	5	6	7	8	9	10	11	12
Remarks:						Total Basic Amount					
						Rate of (%) Concessional CST against C-form & Total Tax Amount					
						TOTAL INVOICE AMOUNT					

Authorised Signatory

Analytical Report Regarding Quality

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

**Authorised
Signatory**

RAJASTHAN MEDICAL SERVICES CORPORATION

GUIDELINES FOR BLACKLISTING/DEBARRING OF
PRODUCT OR SUPPLIER/COMPANY

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

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

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

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

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

3. ON ACCOUNT OF NON-SUPPLY:

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

3.2 RMSC will be at liberty to accept or reject the supply made belatedly as per the terms and conditions of the Bid documents. In the event of acceptance of delayed supply the liquidated damages shall be imposed at the rate stipulated in conditions of the Bid document.

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

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

- 4. ON ACCOUNT OF QUALITY FAILURE OF SURGICALS AND SUTURES:**
- 4.1 The surgicals and sutures supplied by the suppliers to the District Drug Warehouses are quarantined and samples of each and every batch of surgicals and sutures are drawn on random basis and forwarded to Quality Control Wing of RMSC at the headquarter. The samples are then sorted; common batches pooled, coded and are sent to the empanelled laboratories for quality control test as per the QC Policy of RMSC.
- 4.2 Samples of all sterile surgical & sutures items falling in the categories of drugs will also be drawn as per above policy and all of them will be subjected essentially for sterility testing.
- 4.3 If such samples **pass** quality test in all respects, RMSC will instruct its Warehouses to issue items of surgical and sutures to various hospitals / institutions
- 4.4 If the sample fails in quality test and report is received certifying that sample is **not of standard quality**, the surgical and sutures of the batch will not qualified for issue and supplier shall be informed to take back stocks of such batch within one month, which failed the quality test and other consequences would follow as per the conditions in the Bid documents.
- 4.5 If **two batches of a particular item** supplied under a Bid tenure by the supplier are declared as **Not of Standard Quality** by an empanelled lab or Govt. Lab in **test for assay** and such failures are further confirmed by another empanelled lab / Govt. Lab, then the particular item of the surgical and sutures shall be liable for debarring for a period of not Less than 2 years.
- 4.6 If **three batches of a particular item** supplied under a Bid tenure by the supplier are declared as **Not of Standard Quality** during its entire shelf life by an empanelled lab or Govt. Lab in **test for assay and / or in any other parameter(s)** and if such failures are further confirmed by another empanelled lab or Govt. Lab during its entire shelf life, the particular item of the surgical and sutures shall be liable for debarring/banning for a period of not Less than 2 years.
- 4.7 In case **three products of a company/supplier are debarred/banned** for supply made during a Bid duration the **Supplier / Company** shall be liable for debarring for a period of not Less than 2 years.
- 4.8 In case, any sample (even one batch) is declared as **Spurious or Adulterated** by an empanelled lab or Govt. Lab and if such failure is further confirmed by another empanelled lab / Govt. Lab during its entire shelf life, the **Supplier / Company** shall be liable for debarring for a period of not less than 3 years.
- 4.9 If any statutory sample of RMSC supply surgical and sutures is drawn by Drugs Control Officer on suo-moto basis or on complaint and if it fails in quality parameters, the report is conclusive till it is challenged by supplier / company. If it is challenged then the report of Director, C.D.L., Kolkatta shall be conclusive and action as contemplated in foregoing paragraphs will be initiated in the matter of debarring/banned of product or company. However if failure is of such nature

-

wherein Drugs Controller of State grants prosecution sanction under Drugs & Cosmetics Act, 1940, then even failure of such one batch shall be considered adequate for debarring/banned the product for not less than 2 years and in case of involvement of three different products the **Supplier / Company** as a whole shall be liable for debarring/banned for a period of not Less than 3 years.

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

- 5.1 On receipt of adverse quality test report from empanelled lab or Govt. Lab of a quarantined stock, instructions will be issued immediately through e-mail to the concerned District Drug Warehouses to not to release such stock and entries be made by QC Cell at headquarter in e-aushadhi software for batch rejection i.e. not to be released for distribution to institutions / DDC's.
- 5.2 Warehouse Incharge will take appropriate measures immediately to segregate such stock and label all cartons as "NOSQ surgical and sutures Drugs ITEMS - Not for release" and shift it from quarantine area to Non-Release / Rejected Drugs Area (which is under lock & key) till its lifting by the supplier.
- 5.3 Immediately on receipt of NOSQ report, the second sample should be sent to another empanelled lab / Govt. Lab by the QC Cell.
- 5.4 The supplier shall be informed immediately about the test results and instructions be issued to lift the entire stock at supplier's expenses of such batch no. surgical and sutures which is declared as "NOSQ" by the empanelled lab / Govt. Lab. However, in case of serious quality failure i.e. if surgical and sutures is declared or adjudged spurious, adulterated or grossly substandard, one of drug warehouse incharge will be directed to contact the District Drugs Control officer for drawing statutory sample of such batch as per Act. The DDW Incharge has to keep adequate quantity of such surgical and sutures for statutory sampling by Drugs Control officer.
- 5.5 In case of surgical and sutures declared as **Not of Standard Quality** on subsequent sampling after the batch was released the procedure given in sub-para 5.2 will be followed in respect of stock available with the warehouse. In respect of stock already issued and drug warehouse incharge will take immediate steps to RETRIEVE the unused stock of such surgical and sutures from all such institutions and D.D.C.s by all possible mode and means and he/she will ensure that no such NOSQ surgical and sutures drug is further distributed to the patients and ensure effective recall.
- 5.6 On receipt of test report from empanelled lab / Govt. Lab, show cause notice will be issued immediately to the concerned supplier calling for explanation within 3 days from the date of receipt of notice in respect of quality failure of concerned batches of surgical and sutures. The supplier will be required to submit the batch manufacturing record, batch analysis report, raw material purchase record & raw material test reports etc. Opportunity for personal hearing, if desired by supplier, may also be accorded.

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

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

6. EXAMINATIONS OF ISSUES BY DISCIPLINARY COMMITTEE OF RMSC

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

7

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

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

7. POWER OF REVIEW:

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

8. RIGHT TO APPEAL:

Any supplier / company against whom the above action is taken may prefer an appeal within 30 days of date of debarring/banning order to the Principal Health Secretary, Medical & Health Department, Govt. of Rajasthan who shall decide the same.

9. Savings:

The debarring/banning of particular product or supplier / firm will be done without prejudice to other penalty which may be imposed as per the conditions of Bid documents and also to other actions which may be initiated under Drugs and

-

Cosmetics Act 1940 or any other law of land. RMSC will display names of such debarred/banned products and companies on its website and also circulate the same among all stakeholders viz. PSME, DM&HS, DC including respective State Drug Controllers where the supplier / company is located.

10. JURISDICTION:

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

EXPLANATIONS:

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

- (ii) The meaning of 'Spurious drugs' or 'Adulterated Drugs' will be construed in strict sense under the provisions of Drugs & Cosmetics Act, 1940. For the purpose of debarring a surgical and sutures drug ITEMS will be considered 'Spurious' if empanelled lab / Govt. Lab so declare the product or it is found containing either no surgical and sutures drug items or very poor drug items contents on testing or it is purported to be manufactured of whom it is not truly a product or which is likely to cause grievous hurt within the meaning of Sec. 320 Of IPC. Similarly for the purpose of debarring a surgical and sutures will be considered 'Adulterated' if empanelled lab / Govt. Lab so declare the product or it is found containing any poisonous, deleterious, harmful or toxic substances or which is likely to cause grievous hurt.

- (iii) Purchase Orders, if any, already issued before taking any debarring action or replacement orders given in past will not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.

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

Security form (Bank guarantee)

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

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

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

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

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

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

Signatures and Seal of Guarantors

Date.....

Address:.....

.....

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

PERFORMANCE STATEMENT

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

Name of Firm :

S. No.	Item Code NO	Name of Item	Financial Year.....		Financial Year.....		Financial Year.....	
			No. Of Batches manufactured	No. Of Batches declared NOSQ	No. Of Batches manufactured	No. Of Batches declared NOSQ	No. Of Batches manufactured	No. Of Batches declared NOSQ
1	2	3	4	5	6	7	8	9

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

Signature & Seal of the Bidder