

**INVITATION OF APPLICATIONS
FOR EMPANELMENT OF ONLY
MANUFACTURERS / LOAN
LICENSEE / IMPORTERS FOR
SUPPLY OF SANITARY NAPKIN,
(NON-DRUG ITEM) ITEM CODE
S99p**

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

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

Tel No: 0141-2228066, 2228064,

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

E-mail: edpssrmsc@rajasthan.gov.in

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MANUFACTURERS / LOAN LICENSEE / IMPORTERS FOR SUPPLY OF
SANITARY NAPKIN, (NON-DRUG ITEM) ITEM CODE S99P**

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Disclaimer

- A. The information contained in this Single Stage one (envelop) unconditional Bid for empanelment of only MANUFACTURERS / LOAN LICENSEE / IMPORTERS for supply of Sanitary Napkin, (Non-Drug Item code S99p). The Bid document provided to the Bidder(s), by or on behalf of RMSCL or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Bid document and all other terms and conditions subject to which such information is provided.
- B. Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the Bidder may require.
- C. This document is not an agreement and is not an offer or invitation by the Managing Director, RMSCL, Jaipur, Rajasthan. (Hereinafter referred to as “Procuring Entity”) or its representatives to the prospective Bidders or any other person. The purpose of this bid document is to provide interested MANUFACTURERS / LOAN LICENSEE / IMPORTERS with information to assist the formulation of their Proposal/offer. The information contained in this bid document is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to correct any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.
- D. This bid document includes certain statements, estimates etc. with respect to the procurement. Such statements, estimates etc. reflect various assumptions made by the management, officers, and employees of the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposed procurement.
- E. The purpose of this Bid document is to provide the Manufacturer(s) / Importer(s)/loan licensee (s) who wish to bid with information to assist the formulation of their Proposals. This Application

form/Bid document does not purport to contain all the information which each Bidder/Applicant may require. This Bid document may not be appropriate for all persons, and it is not possible for RMSCL, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder/Applicant who reads or uses this Bid document. Each Bidder/Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid document.

- F. RMSCL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bid document/Application form.
- G. RMSCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.
- H. The issue of this bid document/application form does not imply that the Procuring Entity is bound to select a bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the procurement and the Procuring Entity reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.
- I. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Procuring Entity or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Procuring Entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.
- J. Any information/documents including information/ documents pertaining to this bid or subsequently provided to Bidder and/or Selected Bidder and information/documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.
- K. In case there is any suggestion regarding Bid conditions/specifications/shelf life, strength, packing/turnover etc. The suggestions should be submitted/sent/E – Mailed within four days time from issue of this bid notice. from the due date so that the representation of the bidders may be well processed and decision could be taken well in time. **After due date no representation/ suggestions will be entertained.**

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**INVITATION OF APPLICATIONS FOR EMPANELMENT OF MANUFACTURERS / LOAN
 LICENSEE / IMPORTERS FOR SUPPLY OF SANITARY NAPKIN, (NON-DRUG ITEM)
 ITEM CODE S-99-P**

Critical Dates

S. No.	Particulars	Date
1.	Date of publishing Notice Inviting bids and bidding document/ Applications form on State Public Procurement Portal	31.03.2023 at 5.00 PM
2.	Date from which Application form will be provided e-proc from the website of RMSCL i.e. https://rmsc.health.rajasthan.gov.in or can be downloaded from State Public Procurement Portal i.e https://sppp.rajasthan.gov.in/ https://eproc.rajasthan.gov.in	31.03.2023 at 6.00 PM
3.	Date upto which queries for clarifications on Bidding Document/ Application form can be sent to RMSCL by e-mail i.e edpsrmsc@rajasthan.gov.in	06.04.2023 at 5.00 PM
4.	Last date and time upto which bids/empanelment Application on prescribed form of RMSCL alongwith application form fee Rs.2360/- (Two thousand three hundred sixty Only inclusive of GST (Rs.2000 + GST @ 18%), RISL Fee Rs. 2950 (Rs. 2500+GST @ 18%), Empanelment fee Rs 5900 (Rs.5000+GST @ 18%) and amount of empanelment (bid) security is Rs 5.00 lacs in form of DD / BC in favour of MD, RMSCL payable at Jaipur or in Bank account of RMSCL through Challan.	18.04.2023 Up to 6.00 PM of
5.	Item wise financial bid shall be invited from time to time from the empanelled bidders/registered suppliers for such item(s).	To be declared later

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F.02(140)/RMSCL/PROCUREMENT/ Sanitary Napkin/NIPQ-02/2023/1604

Dated:- 31.03.2023

NOTICE INVITING APPLICATIONS

Applications on prescribed registration form are invited by RMSCL, Jaipur from bonafide MANUFACTURERS / LOAN LICENSEES / IMPORTERS only for empanelment/ registration of bidders, for supply of Sanitary Napkin, (Non-Drug Item) item code S99p. The last date of submission of duly filled up form along with documents and Bank Drafts is upto 6.00 PM of 18.04.2023 . Details of Registration form along with term & conditon etc. can be downloaded from State Public Procurement Portal website <https://eproc.rajasthan.gov.in> or "<https://sppp.rajsthan.gov.in>" or RMSCL website "<https://rmc.health.rajasthan.gov.in>". The duly filled up applications form along with all documents and Bank Drafts copies of challan may be submitted on <https://eproc.rajasthan.gov.in>. **Firm which are already empanelled need not apply afresh.**

**Executive Director(Proc)
RMSCL**

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(NIB for Publication on State Public Procurement Portal , <https://eproc.rajasthan.gov.in> portal)

NOTICE INVITING APPLICATIONS FOR EMPANELMENT

- Applications are invited by RMSCL, Jaipur from bonafide **MANUFACTURERS / LOAN LICENSEES / IMPORTERS** for Empanelment by pre-qualification process **ONLY** for Supply of Sanitary Napkin. (Non-Drug Item) (item code S99p) .The procurement of itemwise subject matter shall be done by the procuring entity from the empanelled bidders by method of limited bidding by request for proposal to all of those empanel for specific item for financial bid.

Name & Address of the Procuring Entity	“Managing Director, Rajasthan Medical Services Corporation Ltd., “Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India Tel No: 0141-2228066, 2228064, E-mail: edpssrmisc@rajasthan.gov.in Website: https://rmisc.health.rajasthan.gov.in
Subject matter of procurement	RMSCL invites bids/applications from bonafide MANUFACTURERS / LOAN LICENSEES / IMPORTERS only who are in dealing with manufacturing / importing of Sanitary Napkin, (Non-Drug Item) (item code S99p)and having the experience for supply of Sanitary Napkin,. The applications/bids are for empanelment of bidders by pre-qualification process for a period upto 31.12.2023 which can be further extended for a period of one year. The registration shall be made of those applicants who meet the minimum eligibility criteria as specified in this bidding document/ application form. The empanelled suppliers shall be entitled to participate in the financial bid for supply of Sanitary Napkin, (Non-Drug Item) (item code S99p) as mentioned in this bid document.
Bid Procedure for empanelment	Two-Part – At first Part empanelment of bidders shall be done based on minimum Technical eligibility criteria. At second part, from time to time financial offers shall be invited from the registered/empanelled bidders only.
Bid Evaluation Criteria (Selection Method)	The empanelment of bidders with RMSCL shall be done of all the bonafide MANUFACTURERS / LOAN LICENSEES / IMPORTERS who shall fulfil and qualify all the qualification and other terms and conditions as stated in the prescribed application form / bid documents after detailed scrutiny of their submitted proposals.

Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: https://rmsc.health.rajasthan.gov.in , https://sppp.rajasthan.gov.in , https://eproc.rajasthan.gov.in
Bid Document Fee, Empanelment Fee, RISL fee and Empanelment Bid Security Amount	<p>Bid Document Fee, Empanelment Fee and Empanelment Bid Security Amount as follows in form of DD/ BC, deposit through Challan in Bank Account of MD, RMSCL payable at Jaipur, RISL fee Amount in form of DD/ BC only in favour of MD, RISL payable at Jaipur as follows:-</p> <p>i) Bid document cost/application form fee (Non-refundable) Rs.2360/- (Rs 2000 application form fees plus 18% GST)</p> <p>ii) Empanelment fee (Non-refundable) Rs. 5900 (Rs 5000 empanelment fee plus 18% GST)</p> <p>iii) RISL fee (Non-refundable) Rs. 2950 (Rs 2500 RISL fee plus 18% GST) (at the time of inviting financial bids)</p> <p>iv) Amount of Empanelment Bid Security Rs.5,00,000/- (Rs. Five lacs only)</p> <p><i>These fees (i, ii, iii, iv) are to be paid through three separate prescribed challans (format enclosed in Annexure-I) in any branch of the Punjab National Bank Account no. 2246002100024414 & IFSC Code no. PUNB0224600 throughout country upto last date of submission of bids/applications form or through D.D. / bankers cheque in favour of M.D. RMSCL</i></p> <p>These four original instruments shall be submitted along with the application personally or dropped in the Bid Box or deposited in the office of Executive Director (Procurement), RMSCL or by post in sealed envelopes upto last date of submission of bids/applications form. Those who have already deposited empanelment fee i.e Rs. 5900 (inclusive GST) need not deposit the same again. They have to enclose a copy of DD/BC deposited earlier.</p> <p>Note:- As per RTPP Rule 2013 Rule 42(5) Bid security of a bidder lying with procuring entity in respect of other bids in which final decision has been taken by procuring entity it may be consider for this bid on the request of the bidder.</p>
Clarification, if any, can be sought by applicant/bidder through e-mail	<p>Upto 06.04.2023 at 6.00 PM (No clarification meeting shall be held, however, if any clarification is required by applicant/bidder, he/she may seek it through e-mail i.e edpssrmc@rajasthan.gov.in) Corrigendum if any required, based on clarification sought would be issued. No separate individual calarification would be sent.</p>
Last time & date of submission of bid	<p>18.04.2023 at 06.00 PM on https://eproc.rajasthan.gov.in</p>

2. The complete bidding document including the conditions of contract, evaluation and qualification criteria, bidding forms, procedure of bidding etc. can be seen and downloaded from the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in> , <https://eproc.rajasthan.gov.in> Portal and RMSCL website <https://rpsc.health.rajasthan.gov.in>. The price of bidding document, RISL fee, Empanelment fee, the scan copy of these documents along with signed document of the bid must be submitted on website <https://eproc.rajasthan.gov.in> and in physical form in office of RMSCL “Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005 upto 6.00 PM of 18.04.2023.
3. **Those firms who have already been empanelled for the particular item need not apply again provided that they possess all requisite qualifications and all relevant documents like Product Permission, Market Standing Certificate etc. are still valid.**
4. The original Demand draft/ Banker’s Cheque/challans in the specified format, from a Scheduled Bank in India, shall be submitted personally or dropped in the bid box or by post in sealed envelopes deposited in the office of RMSCL, Jaipur upto last time and date of bid submission, failing which the bid shall be rejected. **DD number / Baker’s Cheque number, is to be filled in appropriate columns.**
5. The RMSCL is not bound to accept the successful application and may reject any or all application without assigning any reason thereof.
6. The Bidders shall have to submit self-attested photo copy of all the relevant documents, which are submitted like GST registration and the Permanent Account Number (PAN) of Income Tax etc. on website <https://eproc.rajasthan.gov.in>
7. **The invitation/bid is only for empanelment of bonafied Manufacturers/ Importers Loan licences Distributors / Suppliers / Agents are not eligible to participate in the bid.**
8. Information of registration/empanelment shall be communicated to all participating bidders on the website <https://sppp.rajasthan.gov.in> and <https://rpsc.health.rajasthan.gov.in>
9. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act 2012 and Rules 2013 made there under.

Note : If any amendment/clarification is carried out in the technical specifications and bid terms & conditions following any query or any other information, the same will also be uploaded on the RMSCL website <https://rpsc.health.rajasthan.gov.in> , SPP Portal <https://sppp.rajasthan.gov.in> and <https://eproc.rajasthan.gov.in> Portal .It will not be intimated to individual bidder. In case any queries, please contact over telephone number i.e. 0141-2228064 or queries may be e-mailed on address edpssrpsc@rajasthan.gov.in upto 06.04.2023.

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules 2013 thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA)/Board Resolution from the competent authority of the respective Bidding firm / company.
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any Bid, proposal or quotation
Bidder	Any person/ firm/ company participating in the procurement/ bidding process with the procuring entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Managing Director, RMSCL Ltd., Jaipur is the competent authority in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Day	A calendar day as per GoR/ GoI.
RMSCL	Rajasthan Medical Services Corporation Limited, Jaipur
Empanelment Period	The Empanelment shall remain valid upto 31.12.2023 from the date of issuance of Empanelment Letter which can be further extended for a period of one year and after that renewal fee for one year will have to be given Rs 5900 including GST.
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
NIB	Notice Inviting Bid (A document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes request for proposal)

INR	Indian Rupee
BIS	Bureau of Indian Standards
IS	Indian Standards
ISO	International Organisation for Standardisation
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI/ LOA	Letter of Intent / Letter of Acceptance
PAN	Permanent Account Number
PC	Procurement/ Purchase Committee
Procurement Process	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
PS	Performance Security
Purchaser/ Bidding Authority/ Procuring Entity	Person or entity that is a recipient of a goods, a seller (bidder) under a purchase order or contract of sale. Also called buyer, RMSCL in this bidding document.
GST	Goods and Service Tax
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	https://sppp.rajasthan.gov.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
GSTIN	Goods & Service Tax Identification Number
PO	Purchase Order
MSC	Market Standing Certificate
NCC	Non Conviction Certificate
PP	Product Permission

OBJECTIVE OF EMPANELMENT OF BIDDERS

FOR SUPPLY OF SANITARY NAPKIN, (NON-DRUG ITEM) (ITEM CODE S99P) AT VARIOUS DDWs, MCDWs AND OTHER STATIONS IN THE STATE OF RAJASTHAN.

The Managing Director, RMSCL will prepare a panel of bidders for procurement of Sanitary Napkin, (Non-Drug Item) (item code S99p) . The process for empanelment shall remain open throughout the year, meaning there by, any eligible manufacturer / importer can apply for empanelment at any time throughout the year. This name will be added to panel after due evaluation and qualifying all desired creteria. The list of empanelled bidders shall be valid for a period upto 31.12.2023 which may further be extended for another one year on payment of renewal fee @ Rs 5900 including GST.

The empanelled bidders can only participate in the financial bid held at periodical intervals, as per requirement, for supply of Sanitary Napkin, (Non-Drug Item) (item code S99p).

The financial bid for Sanitary Napkin, (Non-Drug Item) (item code S99p). as and when required shall be invited from the empanelled bidders. The invitation proposal of financial bid shall be published on the State Public Procurement Portal, e-Procurement Portal and proposal shall also be sent to empanelled [https://eproc.rajasthan .gov.in](https://eproc.rajasthan.gov.in) bidders/suppliers through. The financial bid will be invited from empanelled suppliers/bidders only through e-Procurement i.e. eproc.rajasthan.gov.in. The lowest bid rates and quantities offered thereto as announced at the time of bid opening are deemed to be contractual rates for supply of Sanitary Napkin, (Non-Drug Item) (item code S99p). The supply order shall be issued by RMSCL and quantities of each material approved for each destination. Therefore, contractual obligations herein contained are suo-motto created between the successful bidder(s) and the RMSCL right from the time of bidding for rates till execution of supply contract.

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidders, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the **L1** bidder, whose bid is accepted.

SECTION-I

Instruction to Bidders (ITB)

Important Instruction:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency in Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this bidding document, the provisions of the Act and the Rules shall prevail.

S. No.	Particulars	Clause	Description
1. General			
1.1	Definitions	1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	Bid/application form a) The Bid/Bid Application Form shall be commenced from the date of publication of Notice Inviting Bid/Bid for empanelment shall be placed on the RMSCL website & State Public Procurement Portal , https://eproc.rajasthan.gov.inportal . The prospective bidder shall download the bidding document from the website. b) Go through the terms and conditions, other documents carefully and meticulously. c) 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 up to bid opening & that your documents are not put to any misuse.
		1.1.3	“Bidder/Tenderer” means a person or any entity who submits a Bid/Tender who may be selected to provide the Goods to RMSCL, Jaipur under the contract.
		1.1.4	“Bidding Document means this entire document consisting of Notice Inviting Bids and all other Sections made available to the Bidders by RMSCL, Jaipur for selection of the successful Bidder/Tenderer.
		1.1.5	'Completion' Means the fulfilment of the supplies and Related Services by the supplier in accordance with the terms and conditions set forth in the contract.
		1.1.6	“Contract” means the Contract which shall be signed by RMSCL, Jaipur with the selected successful Bidder/Tenderer and all its attached documents and the appendices.
		1.1.7	"Contract Documents" Means the documents listed in the

			Agreement, including any amendments thereto.
		1.1.8	"Contract Price/Rate" Means the price payable to the supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract/Statutory deductions.
		1.1.9	“Client/ RMSCL, Jaipur” means a Government of Rajasthan Undertaking registered under Companies Act. The selected Bidder/Tenderer will sign the Contract with RMSCL for the procurement of Goods.
		1.1.10	"Consignee" Means the receiver of the stores as mentioned in supply order / purchase order.
		1.1.11	“Day” means a calendar day.
		1.1.12	"Delivery" Means the transfer of the goods from the supplier to the Procuring Entity in accordance with the terms and conditions set forth in the contract / Purchase order.
		1.1.13	“Government/ GOR” means the Government of Rajasthan.
		1.1.14	"GCC" Means the General Conditions of rate Contract and "SCC" Means the Special Conditions of rate Contract".
		1.1.15	“Managing Director, RMSCL, Jaipur” means the executive head of RMSCL, Jaipur.
		1.1.16	“Instructions to Bidders (ITB)”, “Bid Data Sheet (BDS)” are the documents which provide the Bidders/Tenderer with information needed to prepare their Bids. In case of any variation in the same, the Bid Data Sheet will prevail.
		1.1.17	“LOI/ LOA” means the Letter of Intent/ Acceptance which will be sent by RMSCL, Jaipur to the selected successful Bidder/Tenderer.
		1.1.18	“Personnel” means professionals and support staff which will be working for the Bidder/Tenderer to perform the Goods.
		1.1.19	"Procuring Entity" Means the Entity purchasing the Goods and Related Services, M.D., RMSCL or as specified in the SCC.
		1.1.20	“Bid/Proposal” means the Technical Bid/Proposal and the Financial Bid/Proposal submitted by the Bidder/Tenderer.
		1.1.21	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.22	"Supplier" Means the natural person, private or government entity, who’s Bid to perform the contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assignees of the supplier.
		1.1.23	“Goods” means the tasks to be performed by the selected Bidder/Tenderer within the Contract period.
		1.1.24	Terms not defined here shall have the same meaning as given to them in the Act / Rules.

2.1	Scope of Bid	2.1.1	In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), (The Procuring entity) RMSCL, Jaipur issues this Bidding Document for the supply of Goods/ equipment and Related Services incidental there to as specified in Schedule of Supply.
		2.1.2	Throughout this Bidding Document: <ul style="list-style-type: none"> i. The term “in writing” means communicated in written form through letter/fax/e-mail etc. with proof of dispatch; ii. If the context so requires, singular means plural and vice versa; and iii. “Day” means calendar day.
2.2	Source of Funds	2.2.1	The expenditure for procurement of Goods will be met by the provisions/ resources of RMSCL, Jaipur (Procuring Entity).
2.3	Code of Integrity	2.3.1	Any person participating in the procurement process shall – <ul style="list-style-type: none"> (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 that 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 anti-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 party 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	2.3.2	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.

			<p>i. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ol style="list-style-type: none"> a. Have controlling partner(s)/shareholder(s) 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 this 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 this bidding process; or e. the Bidder participates in more than one Bid in this 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 specifications of the Goods and Related 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.
			<p>ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in the Bidding Forms.</p>
	Breach of Code of Integrity by the Bidder:	2.3.3	Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
2.4	Eligible Bidders	2.4.1	As specified in the Rajasthan Transparency in Public Procurement Act and Rules there under.
		2.4.2	No Bidder who is not registered under the GST prevalent in the State where his business is located shall bid. The Goods Service Tax Registration Number must be quoted.
		2.4.3	A Bidder should not have a conflict of interest in the

			procurement in question as stated in the Rule 81 and this Bidding document.
		2.4.4	A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by - a) any Procuring Entity, if debarred by the State Government; and b) a Procuring Entity if debarred by such procuring Entity.
		2.4.5	A bidder who possess all requisite qualifications as stipulated in the terms & conditions in the bidding document.
3. Contents of Bidding Document			
3.1	Sections of the Bidding Document	3.1.1	The Bidding Document consists of Sections indicated below, and should be read in conjunction with any Addenda issued there to: Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Pre-qualification and Eligibility Criteria Section IV. Schedule of Supply Section V. Logo and Logograms/Markings, Pickings and Quality Testing. Section VI. Performance security and Agreement. Section VII (A). General Terms and Conditions of Contract Section VII (B). Special Terms and Conditions Section VIII. Bidding forms and Annexures. The Notice Inviting Bids issued by the Procuring Entity shall also be a part of the Bidding Document.
		3.1.2	i. The Bidding Document shall be placed on the website of State Public Procurement Portal www.sppp.rajasthan.gov.in , https://eproc.rajasthan.gov.in Portal and the departmental website https://rpsc.health.rajasthan.gov.in . The prospective Bidders shall be permitted to download the Bidding Document from the website and pay its price while submitting the filled-up Bidding Document at https://eproc.rajasthan.gov.in RMSCL/in physical form as per procedure laid down in the bidding document.
		3.1.3	The Procuring Entity is not responsible for the completeness of the bidding document and its addenda, if they were not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal.
		3.1.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of

			the Bid.
3.2	Clarification of Bidding Document and Conference for Clarification	3.2.1	<i>The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's e-mail address indicated in the document. The Procuring Entity will respond request for clarification if any required. If modification considered necessary, it shall be placed on the websites of State Public Procurement Portal and shall be deemed as amendment of Bidding Document.</i>
		3.2.2	The Bidder or his authorized representative is invited to attend the Conference for clarification, if any organised. The purpose of the Conference for clarification will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
		3.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Conference for clarification or by the last date for submission of queries.
		3.2.4	The response of the Conference for clarification, if any will be placed on the State Public Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the above said Conference shall be made by the Procuring Entity exclusively through the issue of an addendum/corrigendum (<i>part of Bidding Document</i>).
		3.2.5	Non-attendance at the Conference for clarification will not be a cause for disqualification of a Bidder.
3.3	Amendment of Bidding Document	3.3.1	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing through above said portals. It shall also be uploaded on the website of State Public Procurement Portal for prospective bidders to download.
		3.3.2	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
		3.3.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation by uploading it on the website of State Public Procurement

			Portal and other portals.
4. Preparation of Bids			
4.1	Cost of Bidding	4.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4.2	Language of Bid	4.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language English and Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in the English & Hindi languages.
4.3	Documents Comprising the Bid	4.3.1	The Bid shall comprise of two part/envelopes, one containing the Technical Bid for empanelment and the other the Financial or Price Bid at frequent intervals. Further technical bid and the financial bid shall contain documents as per Bid Data Sheet.
4.4	Bid Submission Sheets and Price Schedules	4.4.1	The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Sheets provided in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.
		4.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Goods, according to their origin as appropriate, using the forms provided in Bidding Forms.
4.5	Alternative Bids	4.5.1	Alternative Bids shall not be considered.
4.6	Currencies of Bid.	4.6.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
4.7	Documents Establishing the Eligibility of the Bidder	4.7.1	To establish their eligibility Bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Forms included in Bidding Forms.
4.8	Documents Establishing the Eligibility of the Goods and	4.8.1	To establish the eligibility of the Goods and Related Services, Bidders shall complete the declarations in the Technical Bid, Price Bid shall be submitted at the time of financial bid and bidder will use the prescribed forms

	Related Services		included in Bidding Forms.
4.9	Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document	4.9.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (<i>specifications, designs and drawings and conformance to BIS or other acceptable codes</i>) and where asked for, supply samples, demonstrate trials or carry out tests as specified in Schedule of Supply and any amendment thereof issued in accordance with Amendment of Bidding Document.
4.10	Documents Establishing the Qualifications of the Bidder	4.10.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Qualification and Evaluation Criteria.
4.11	Period of Validity of Bids	4.11.1	Bids shall remain valid for the prescribed period as is mentioned in the invitation for financial bid from the empanelled bidders.
		4.11.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If it is so requested, Bid Security/Registration Money/Performance Security shall also be extended for a corresponding period. A Bidder granting the request shall not be required or permitted to modify its Bid.
4.12	Bid Security and Performance Security	4.12.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security Money in original form and in the amount and currency specified in the BDS.
		4.12.2	Bid Security shall be as specified in the Bid Data Sheet.
		4.12.3	The Bid Security may be given in the form of banker's cheque or bank demand draft, in specified format, of a Scheduled Bank in India.
		4.12.4	In lieu of Bid Security a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Bidding Forms.
		4.12.5	Bid Security instrument or a Bid securing declaration shall necessarily accompany the Bid/Application form for registration, as prescribed. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.

		4.12.6	Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited (Rate Rule 42 (5) of RTPP 2013)
		4.12.7	Deleted
		4.12.8	Deleted
		4.12.9	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security etc. by the successful Bidder.
		4.12.10	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:- <ol style="list-style-type: none"> 1. when the Bidder withdraws or modifies his Bid after opening of Bids; or 2. when the Bidder does not execute the agreement within the specified time after issue of letter of acceptance/ placement of supply order; or 3. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or 4. when the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed; or 5. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act or 6. if the Bidder does not accept the correction of its Bid Price pursuant to Correction of Arithmetical Errors.
		4.12.11	In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security for award of supply contract, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security/ Performance Security.

		4.12.12	<p>The Successful Bidders shall be required to pay performance Security Deposit @ 2.5% of the Contract value or at the rate prescribed by GOR at the time of contract/LoA. Performance security will not be taken from undertaking, corporation of GoI & GoR. The MSME Units of Rajasthan shall be required to pay Performance security @ 0.5% of the contract value or as per order of GOR.</p> <p>The performance security shall have an upper limit of Rs 25 Lac to be deposited by a bidder at the time of signing of agreement (For one or many items). However, when the actual purchase orders cross a threshold for requiring additional security, the same will be required to be deposited by the supplier.</p> <p>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 or e-Bank Guarantee (e-BG) (Performa given in Annexure-XIV attached) in case the amount exceeds Rs. 5 Lakhs. For amount of upto 5 Lakhs it should be deposited in the form of demand draft/bankers cheque issued by a scheduled bank or may be deposited through challan annexure-1 (the validity of Bank Guarantee or e-Bank Guarantee (e-BG) should be for a period of thirty six month from the date of issuance of Bank Guarantee or e-Bank Guarantee (e-BG)) in favour of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur before releasing the purchase order by the ordering authority. In case Rate Matched Bidders who have agreed to supply at L-1 price, then the performance security Deposit of such bidders will be 2.5% of the quantity value fixed for them or as per order of GOR. (Upper limit Rs 25 Lac). Performance Security shall remain valid and refunded 60 days beyond the date of completion of all contractual obligations or after 24 months from the date of issuance of letter of acceptance, whichever is later.</p>
4.13	Format and Signing of Bid	4.13.1	The Bidder shall submit the documents duly signed, stamped, name of the signing person, designation/capacity like partner, manager, director etc. are to be clearly mentioned.
5. Submission and Opening of Bids			
5.1	Sealing and	5.1.1	Bidders shall submit their Application Form electronically

	Marking of Bids		on https://eproc.rajasthan.gov.in Portal .Financial bid shall only be invited and submitted on e-procurement website https://eproc.rajasthan.gov.in from time to time as per requirement.
5.2	Deadline for Submission of Bids	5.2.1	Registration Form shall be submitted electronically. Where asked for at the place and upto the time and date specified in the Notice Inviting Bids or an extension issued thereof. Financial bid shall only be invited and submitted on e-procurement website https://eproc.rajasthan.gov.in .
5.3	Late Bids	5.3.1	The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids.
5.4	Withdrawal, Substitution and Modification of Bids	5.4.1	Withdrawal, substitution and modification of bids shall be as given on the SPP Portal/RMSCL website and e-mail of RMSCL i.e edpssrmisc@rajasthan.gov.in as per RTPP Rules 2013.
5.5	Bid Opening	5.5.1	Bid opening shall be as specified in the registration form/SPP Portal/RMSCL website etc.
6. Evaluation and Comparison of Bids			
6.1	Confidentiality	6.1.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		6.1.2	Any attempt by a Bidder to influence the <i>Procuring Entity</i> in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the <i>Procuring Entity under the Act and the Rules</i> .
		6.1.3	Notwithstanding Confidentiality clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
		6.1.4	In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
6.2	Non-material non conformities in bids / Clarification of Technical Bids	6.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical Bids, the Purchase Committee/Bid evaluation committee may, waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission, the bid shall be deemed to be substantially responsive. The committee's request for clarification and the response of the Bidder shall be in

			writing.
		6.2.2	The bid evaluation committee may request the bidder to submit the necessary information or documents like (audited statement of accounts, PAN, etc) within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its bid.
		6.2.3	The bid evaluation committee may rectify non-material non conformities or omissions on the basis of the information or documentation received from the bidder under sub rule 6.2.2
		6.2.4	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		6.2.5	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		6.2.6	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
6.3	Deviations, Reservations and Omissions in Technical or Financial Bids	6.3.1	During the evaluation of Technical or Financial Bids, the following definitions shall apply: <ul style="list-style-type: none"> i. “Deviation” is a departure from the requirements specified in the Bidding Document; ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
6.4	Nonmaterial Nonconformities in Technical or Financial Bids	6.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (<i>with recorded reasons</i>) in the Bid that do not constitute a material deviation, reservation or omission.
		6.4.2	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
6.5	Correction of	6.5.1	Provided that a Financial Bid is substantially responsive, the

	Arithmetical Errors in Financial Bid		<p>Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <ul style="list-style-type: none"> 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 (i) and (ii) above.
		6.5.2	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.
6.6	Preliminary Examination of Technical or Financial Bids	6.6.1	The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in Documents Comprising the Bid have been provided.
6.7	Responsiveness of Technical or Financial Bids	6.7.1	The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in Documents Comprising the Bid.
6.8	Examination of Terms and Conditions of the Technical or Financial Bids	6.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation or reservation.
6.9	Evaluation of Qualification of Bidders in Technical Bids	6.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder and in accordance with the qualification criteria indicated in Qualification and Evaluation Criteria.
6.10	Price and/ or Purchase Preference	6.10.1	Price and/ or Purchase Preference, if applicable, shall be given in accordance with the notification issued by Finance Department GOR S.O. 165 Dated 19.11.2015.

6.11	Evaluation of Financial Bids	6.11.1	The Procuring Entity shall evaluate Financial Bid of empanelled bidder only.
		6.11.2	To evaluate a Financial Bid, the Procuring Entity shall use all the criteria and methodologies defined in this Clause and in Qualification and Evaluation Criteria.
		6.11.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: i. The Bid Price quoted in the Financial Bid submitted in .XLS Sheet on e-procurement website www.eproc.rajasthan.gov.in ; ii. Price adjustment for correction of arithmetical errors; iii. Price and/ or purchase preference in accordance with relevant clause/rules;
		6.11.4	Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Schedule of Supply / Purchase orders, including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.
		6.11.5	Financial Proposals received from the empanelment firm will be valid for a period of 6 months.
		6.11.6	Financial Proposals will be received for the demand as decided by the procuring entity as per requirement.
6.12	Comparison of Bids	6.12.1	The Procuring Entity shall compare all substantially responsive Bids to determine the qualified bid, in accordance with Evaluation of Technical/ Financial Bids.
6.13	Post qualification of the Bidder	6.13.1	The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
6.14	Negotiations	6.14.1	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the conference for clarification stage. All clarifications needed to be sought shall be sought in the conference for clarification stage itself.
		6.14.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.
		6.14.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		6.14.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of one day shall be

			given for calling negotiations. In case of urgency the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		6.14.5	Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		6.14.6	In case of non-satisfactory achievement of rates from lowest Bidder, Procuring Entity may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation or as decided by the procuring Entity till the counter offer is accepted and supply order may be awarded to the Bidder who accepts the counter-offer.
		6.14.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited on decided by the Procuring Entity.
6.15	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	6.15.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
7. Award of Contract			
7.1	Procuring Entity's Right to Vary Quantities	7.1.1	If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
		7.1.2	Order for additional quantity may be placed on the rate and condition given in the contract. The value of the additional quantities may be upto 50% of the value of goods of the original contract at the rates and conditions given in the Contract. The delivery period of goods may be proportionately increased.
7.2	Dividing quantities among more	7.2.1	As a general rule all the quantities of the subject matter of procurement shall preferably be procured from the Bidder, whose Bid is accepted. However, when it is considered that the

	than one Bidder at the time of award		quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order or as decided by the Procuring Entity in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.
		7.2.2	The bid quantity shall be fixed in following manner- L-1(Single Bidder)100% Between L-1 and Rate Matched Firm-1in the ratio of 60:40 Among L-1, Rate Matched Firm-1 and 2in the ratio of 50:25:25 or amongst more than three bidders as decided by the procuring entity as per capacity and commitment of successful bidder already in hand. Purchase preference shall be given to MSME's unit of Rajasthan as per notification of Finance (GF&AR Division) Department; Government of Rajasthan notification S.O.165 dated 19.11.2015). The supply orders for quantity fixed as above may be issued as and when required. RMSCL has full rights to increase or decrease the bid quantity upto any limit during the contract period.
7.3	Acceptance of the successful Bid and award of contract	7.3.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee/PC and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		7.3.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
		7.3.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		7.3.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
		7.3.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
		7.3.6	If the issuance of formal letter of acceptance (LOA) is likely

			to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
7.4	Signing of Contract	7.4.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract. Once, the agreement is signed and submitted to the RMSCL by the selected empanelled bidder, it will be treated as a validly executed contract for the entire empanelment period including the extended period for all the purchase orders issued by RMSCL.
		7.4.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity may extend period or shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		7.4.3	The Bid Security and samples, if any, of the Bidders who's Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.
7.5	Performance Security	7.5.1	Performance Security Money shall be solicited from the successful Bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The performance security would be in addition to the empanelment performance security.
			The performance security shall be 2.5% of the contract value or as per order of GOR. The details of the Performance Security have been given in Chapter -VI Performance security.
		7.5.2	Performance Security Money shall be furnished in the form of banker cheque/DD/BG/e-BG in favour of MD, RMSCL payable at Jaipur.
		7.5.3	Performance Security Money furnished in the form of BG or e-BG shall remain valid for a period of 2 years.

		7.5.4	Failure of the successful Bidder to submit the above-mentioned Performance Security Money or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
		7.5.5	<p>Forfeiture of Performance Security Money: The amount of Performance Security Money in full or part may be forfeited in the following cases :-</p> <ol style="list-style-type: none"> i. when the Bidder does not execute the agreement within the specified time period after issue of letter of acceptance/ placement of supply order; or ii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or iii. when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or iv. when any terms and conditions of the contract is breached; or v. Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or vi. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document. <p>Notice of reasonable time will be given in case of forfeiture of Performance Security Money. The decision of the Procuring Entity in this regard shall be final.</p>
8. Grievance Handling Procedure during Procurement Process (Appeals)			
8.1	Grievance Redressal	8.1.1	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Annexure-X of ITB to the First or Second Appellate Authority, as the case may be, as specified below:

			<p>First Appellate Authority:- MD, NHM Medical Health & FW, Rajasthan, Jaipur.</p> <p>Second Appellate Authority:- The Secretary/Principal Secretary/ Additional Chief Secretary, Department of Medical Health and Family Welfare, Government of Rajasthan, Jaipur.</p>
8.2	Filing an appeal	8.2.1	If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.
		8.2.2	Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings.
		8.2.3	Provided further that in case a Procuring Entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable / responsive.
8.3	Appeal not to lie in certain cases	8.3.1	<p>No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-</p> <ol style="list-style-type: none"> a) Determination of need of procurement; b) Provisions limiting participation of Bidders in the Bid process; c) The decision of whether or not to enter into negotiations; d) Cancellation of a procurement process; e) Applicability of the provisions of confidentiality.
8.4	Form of Appeal	8.4.1	<p>An appeal shall be in the Annexure-X Form along with as many copies as there are respondents in the appeal.</p> <p>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.</p> <p>Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.</p>

8.5	Fee for filing appeal	8.5.1	<p>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.</p> <p>B. The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.</p>
8.6	Procedure for disposal of appeals	8.6.1	1. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
		8.6.2	<p>1. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall –</p> <p>i. Hear all the parties to appeal present before him; and</p> <p>ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.</p> <p>2. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.</p> <p>3. The order passed under sub-clause above shall be placed on the State Public Procurement Portal.</p>
8.8	Stay of procurement proceedings	8.8.1	While hearing of an appeal, the officer or authority hearing the appeal may, on an Bid / Application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.
8.9	Vexatious Appeals & Complaints	8.9.1	Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other applicant, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.
8.10	Offenses by Firms/ Companies	8.10.1	Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and

			<p>punished accordingly: Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.</p> <p>Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.</p> <p>For the purpose of this section- "company" means a body corporate and includes a limited liability, partnership firm, registered society or co-operative society, trust or other association of individuals; and "Director" in relation to a limited liability partnership or firm, means a partner in the firm.</p> <p>Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.</p>
9.1	Debarment from Bid / Application	9.1.1	<p>A. An applicant shall be debarred by the RMSCL if he has been convicted of an offence</p> <ol style="list-style-type: none"> i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. <p>B. An applicant debarred under (a) above shall not be eligible to participate in a procurement process of RMSCL for a period not exceeding three years commencing from the date on which he was debarred.</p> <p>C. If a procuring entity finds that an applicant has breached the code of integrity prescribed in terms of "Code of Integrity for applicants" above, it may debar the applicant for a period not exceeding three years.</p> <p>D. Where the entire Bid security or the entire performance security or any substitute thereof, as the case may be, of an applicant has been forfeited by a procuring entity in respect of any procurement process or procurement</p>

			<p>contract, the applicant may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.</p> <p>The State Government or a procuring entity, as the case may be, shall not debar an applicant under this section unless such applicant has been given a reasonable opportunity of being heard.</p>
10.1	Saving Clause	10.1	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.
11.1	Jurisdiction	11.1	<p>(1) 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).</p> <p>(2) If approved bidder suffers by any decision or act or interpretation of procuring entity, he may request for appointment of a Sole Arbitrator to decide the issue. Fees and other charges shall be borne by both parties equally.</p>
12.1	Fall clause	12.1	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 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.
13.1	Applicability of Rules	13.1	Besides above conditions the provisions of RTPP Act 2012 & RTPP Rules 2013 will be applicable.

SECTION-II

BID DATA SHEET

BID DATA SHEET

1	The bid form/registration form is an application for empanelment of an applicant as a registered manufacturer/loan licensee/ importer for supply of Sanitary Napkin, (Non-Drug Item) item code S99p .
1.1.1	The Procuring Entity: - Managing Director, RMSCL, Jaipur-302005.
1.1.2	MD, RMSCL shall invite two part bid – in the first part bids are invited for empanelment of bidder by pre-qualification process for procurement of Sanitary Napkin, (Non-Drug Item) item code S99p that is required frequently. In the second part as per requirement, the financial bid shall be invited from amongst the empanelled bidders. After evaluation of financial bid MD, RMSCL or his representative shall award the contract/issue purchase order to the bidder whose offer has been determined to be the lowest.
1.1.3	The bidders are required to note that purchase orders shall be released by the RMSCL within the contract period and extended period, if any, i.e. the first day to the last day of the contract period, including the extended period, if any, shall have to be executed by the bidder, at the approved rate and terms & conditions.
2	Bidding Documents
2.1.1	The bidder shall be deemed to have carefully examined the specifications as given in the bidding document. If any clarification is required may contact Executive Director (Procurement), RMSCL, Room No. 204, Floor No.2, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, Ph. No. 0141-2228064, E-mail:edpssrmisc@rajasthan.gov.in
2.2.1	Clarification, if required may be sought through e-mail by the applicants/bidders.
3	Preparation of Bids
3.1.1	The language of the bid is English and uploading documentation in Hindi/English is permitted.
3.2.1	Bid is required to be submitted in two parts: - In the first part bids are invited for empanelment of bidder by pre-qualification process for procurement of Sanitary Napkin, (Non-Drug Item) item code S99p . In the second part as per requirement, the financial bid shall be invited only from the empanelled bidders. After evaluation of financial bid MD, RMSCL, his representative shall award the contract to the bidder whose offer has been determined to be the lowest.
3.3.1	Cost of bidding document/ cost of application is Rs.2360/- (Two thousand three hundred sixty Only) inclusive of GST (Rs.2000 application form fees plus 18% GST), Empanelment fee Rs 5000 +GST @ 18% (Total Rs 5900/-) , and amount of empanelment (bid) security is Rs 5.00 lacs in form of DD / BC in favour of MD, RMSCL payable at Jaipur or in Bank account of RMSCL through Challan. In addition to above, Bid processing fee every time whenever financial bid is invited from the empanelled bidder, the said empanelled bidder has to deposit through DD/ Banker's cheque Rs.2500/- + GST @ 18%, Total Rs. 2950 (Rupees Two thousand nine hundred fifty rupees only) in favour of MD RISL , Jaipur. The total empanelment (bid) security money shall remain deposited with RMSCL till the registration of applicant is continued with RMSCL. This bid security money shall be refundable subject to review of performance of the applicant/bidder, if the performance of bidder/registered empanelled supplier is not found satisfactory, the above said amount may be forfeited in full or part.

	Alongwith this application form, scanned copies of original instruments are to be uploaded on website https://eproc.rajasthan.gov.in and original instruments shall be submitted personally or dropped in the Bid Box or deposited in the office of Executive Director (Procurement), RMSCL, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, by post in sealed envelopes upto last time & date of submission of application form, failing which the bid shall be rejected.
3.4.1	<p>The bidder shall submit following documents with its technical bid on e-proc.</p> <ul style="list-style-type: none"> • Bid acceptance letter to be given on firm’s letter head duly signed with seal in the format given at Annexure-A is to be scanned and uploaded/submitted. • Bidder’s organization details to be given on the firm’s letter head duly signed with seal in the format given at Annexure-B is to be scanned and uploaded. • Bidders legal entity, copy of valid registration certificates, Average annual turnover statement (Annexure-III), certified by CA with registration number and UDIN No. and seal of CA, GST registration certificate, PAN Card Number, scanned & upload/submit. • Declaration by the bidder in compliance of section 7 & 11 of the Act be given on the firm’s letter head duly signed with seal in Annexure-XVI is to be scanned & upload/submit. • Bidders Authorization Certificate to be given on the firm’s letter head duly signed with seal in the format given at Annexure -XVII is to be scanned and uploaded/submitted. • If bid security/registration money is being given in the form of DD / BC / Challan be submitted. • Bid Securing declaration given at Annexure- XVIII to be submitted. • Upload scanned copy of requisite, applicable, appropriate licences if required. • Copies of all other relevant document as required in the bidding document for establishing qualification creteria. <p>Note:- Photocopies of all documents being submitted with the technical bid should be self-attested.</p>
3.5.1	In the second part as per requirement, the financial bid shall be invited from amongst the empanelled bidders. The bidder shall submit the financial bid in the prescribed format in XLS. Sheet or amended from time to time on https://eproc.rajasthan.gov.in website.
3.6.1	Alternative bids are not permitted.
3.7.1	The terms of quoted price are fixed F.O.R. as detailed in bid for Rajasthan, inclusive of all taxes/duties and all expenses.
3.7.2	F.O.R. rate for consignee must be offered against the specified item as sought in the BOQ. Approval of rate will be for the item as a whole as specified in specifications. Change in the format of Financial bid by the bidder is not admissible.
3.7.3	The Goods & Service Tax as prevailing upto the date of submission of bid must be shown as required in BOQ. This should be shown separately in the invoice also. The quoted rates are firm and not changeable during the supply period.
3.8.1	The currency of bids is in Indian Rupees.
3.9.1	Bids shall remain valid for the prescribed period as is mentioned in the invitation for financial bid from the empanelled bidders.
3.10.1	The empanelment (bid) security shall be required in form of deposit through challan in RMSCL’s Bank Account / DD/ BC or Bid Securing Declaration (as applicable).
4	Submission and opening of bids
4.1.1	The registration form may be submitted electronically on e-proc. i.e. https://eproc.rajasthan.gov.in . Challan/ DDs/BC etc. Will be submitted in physical form at the office of Executive Director

	(Procurement), RMSCL, Swasthya Bhawan, Tilak Marg, Jaipur – 302005. The financial bid shall be invited only on the website of https://eproc.rajasthan.gov.in and shall be submitted by the bidders only on the website of https://eproc.rajasthan.gov.in
4.2.1	The deadline of bid/application form submission is date 18.04.2023 and time 6.00 PM
5	Evaluation and comparison of bids.
5.1.1	Bid evaluation and comparison shall be as per bid documents.
5.1.2	<p>Preliminary Examination of Bids</p> <p>The Bid / Application evaluation purchase committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened Bid / Application form to assess the prima-facie responsiveness and ensure that the: -</p> <ol style="list-style-type: none"> a. Bid / Application has been submitted as per instructions provided in the Bid/ Application form; b. Bid / Application is accompanied by Bid/ Application form fee, RISL Fee, empanelment fee and empanelment (bid) security. c. Bid / Application is unconditional and the applicant has agreed to give the required performance security/registration money; and d. Other conditions, as specified in the Bid / Application form are fulfilled.
5.1.3	<p>Determination of Responsiveness</p> <p>The Bid / Application evaluation purchase committee shall determine the responsiveness of a bid / application on the basis of Bid/ Application form and the provisions of pre-qualification/ eligibility criteria of the Bid/ Application form.</p> <ol style="list-style-type: none"> 1. a. A responsive Bid / Application is one that meets the requirements of the Bid/ Application form without any material deviation, reservation, or omission where: - <ol style="list-style-type: none"> i. “deviation” is a departure from the requirements specified in the Bid/ Application form; ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bid/ Application form; and iii. “Omission” is the failure to submit part or all of the information or documentation required in the Bid/ Application form. b. A material deviation, reservation, or omission is one that, if accepted, shall:- <ol style="list-style-type: none"> i. if rectified, shall unfairly affect the competitive position of other applicants presenting responsive Bid / Application form. 2. The Bid / Application evaluation purchase committee shall examine the technical aspects of the Bid / Application in particular, to confirm that all requirements of Bid / Application form have been met without any material deviation, reservation or omission. 3. The procuring entity shall regard an Bid / Application as responsive if it conforms to all requirements set out in the Bid / Application form, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bid / Application form, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid / Application. Decision of the Procuring Entity in this regard shall be final and binding.
5.1.4	<p>Technical Evaluation Criteria</p> <ol style="list-style-type: none"> a. The technical evaluation shall be completed by the designated Procurement Purchase Committee as early as possible after opening of bids. It shall examine the bid as per the pre-

	<p>qualification & documents submitted by the respective bidder.</p> <p>b. A bidder shall be considered to be eligible, if it meets the requirements of the eligibility criteria given in chapter titled “Eligibility Criteria”.</p>
5.1.5	<p>Validity of the Empanelment</p> <p>This Empanelment shall remain valid for a period of upto 31.12.2023 from the date of issue of empanelment letter / agreement with the empanelled firm. However, the tenure of empanelment may be extended further for another One (1) year based on the performance of the firm.</p>
5.1.6	<p>Information and publication of award</p> <p>Information of the empanelled applicants post evaluation and selection, shall be communicated to all participating applicants and published on the respective website(s) as specified in Notice Inviting Bid for Empanelment.</p>
6	Award of contract
6.1.1	<p>In the first part bid/applications for empanelment of bidder by pre-qualification process for procurement of Sanitary Napkin, (Non-Drug Item) (item code S99p).</p> <p>In the second part as per requirement, the financial bid shall be invited from amongst the empanelled bidders. After evaluation of financial bid MD, RMSCL/his representative shall award the contract to the bidder whose offer has been determined to be the lowest.</p> <p>Quantity can be divided among more than one bidders at the price of the lowest evaluated bid.</p> <p>RMSCL reserves the right to select one or more firms for supply of bid item(s) looking to the critical and vital nature, operational flexibility, consistent and regular supplies.</p>
6.2.1	The empanelment Bid security money amount shall be Rs 5.00 lac. In form of deposit through challan in Bank account of RMSCL / BC/ DD in favour of MD, RMSCL payable at Jaipur.
7	Grievance handling procedure during Procurement Process
7.1.1	The Designation and complete Address of First Appellate Authority is MD, NHM, Medical Health, FW, GoR, Jaipur.
7.2.1	(b) The Designation and complete Address of Second Appellate Authority is Secretary/ Principal Secretary/Additional Chief Secretary, Medical, Health & Family Welfare Department, GOR, Secretariat, Jaipur.
8	Suppliers shall submit to MD/ED (P), RMSCL, Jaipur Supply Status and Contract Completion report as prescribed.

Note: Applications / bids as mentioned above are being invited for first round of empanelment, however empanelment process shall remain open throughout the year. Eligible manufacturers/loan licensee/importers may apply in RMSCL at any point of time provided they qualify the eligibility criteria as specified in the tender document.

SECTION-III
**PRE-QUALIFICATION/
ELIGIBILITY CRITERIA**

PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) A bidder participating in the Empanelment Process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder shall be a bonafide manufacturer/loan licensee/ importer of the items for which he is applying.</p> <p>And</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A company registered under Indian Companies Act, 2013</p> <p>OR</p> <p>Proprietorship under the shop and commercial establishment Act 1958</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>A company registered under the Limited Liability Partnership (LLP), Act, 2008</p> <p>(Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p>	<p>Copy of valid Registration Certificates</p> <p>Copy of Certificates of incorporation</p>
2.	Financial: Turnover	<p>1. Average Annual turnover other bidder (for Sanitary Napkins Business) in the last three financial years 2018-19, 2019-20 & 2020-21 or 2019-20, 2020-21 & 2021-22 should not be less than Rs. 20 Crores. For MSME units of Rajasthan, the average annual turnover in the last three financial years 2018-19, 2019-20 & 2020-21 or 2019-20, 2020-21 & 2021-22 should not be less than Rs. 10 Crores.</p> <p>2. The Turnover shall be verified with UDIN no. by the C.A. on the basis of audited accounts only. The account should be final and audited. No Provisional Accounts / Balance Sheet & Profit and Loss account shall be considered.</p> <p>Explanatory Note:-</p> <p>The merger / amalgamation / transfer of business / transfer of assets etc. of a firm affect the bid condition relating to 'Turnover' in preceding years. The eligibility of a bidder in this regard shall be ascertained on the basis of a certificate issued by a competent authority regarding amalgamation / transfer of business / transfer of assets.</p>	<p>CA Certificate with CA's Registration Number, Seal, Mob. No., UDIN Number (Annexure-III), Audited Balance Sheet & Profit and Loss account.</p>
3.	Tax registration	<p>The bidder should have a registered number of</p> <p>i. GSTN</p>	<p>Copy of relevant certificates</p>

		<p>ii. PAN number.</p> <p>iii. GST return for last three months from the last date of bid submission.</p>	<p>Copy of GST return for last three months from the last date of bid submission.</p>
4.	Mandatory Undertaking	<ul style="list-style-type: none"> • Bidder should be a manufacturer or loan licensee or direct importer holding a valid import license. Distributors/ Suppliers / Agent are not eligible to participate in the Bids/Empanelment. • Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; • Bidders should not have and their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment / blacklisting proceedings; • Bidder should not have a conflict of interest in the procurement in question as specified in the bidding document. • Comply with the code of integrity as specified in the bidding document as per in RTPP Act 2012 and Rules 2013. • Certificate that bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the state, shall only be allowed after prior registration with the competent authority as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021. Declaration by the Bidder (Annexure-6) and if applicable registration certificate issued by the Industries Department, Government of Rajasthan or issued by the Competent Authority of the Government of India. (Verification from documents to be submitted by the bidder). 	<p>A Self Certified letter as per Annexure-XV: Self-Declaration</p>
5.	Other required Conditions	<p>The bidder should have following documents with respect to each quoted item:-</p> <ol style="list-style-type: none"> 1. Product Permission / Manufacturing Licence. 2. Market standing certificate.. 3. Minimum monthly commitment of supply. 4. Its own in-house testing laboratory. 5. Copy of MSME Registration (Udyog Aadhar, Udyam registration, Entrepreneurs Memorandum-II / Udyam Registration Certificate or any other relevant certificate, etc.), if applicable 6. Requisite Production capacity. 7. Requisite plant/ machinery for manufacturing. 8. Requisite Professional / technical staff. 	

6.	ELIGIBILITY CRITERIA 1.	<p>1. Bidder should be a manufacturer having valid manufacturing licence/loan licence or direct importer holding valid import licence. Distributors/ Suppliers / Agents are not eligible to participate in the Bids/Empanelment.</p> <p>2. Bidder should have at least one year Market Standing as a manufacturer for the items quoted in the bid, on the date of bid opening. In the case of imported products, the product should have minimum one year standing in the market. The importer should have at least one year standing as manufacturer/ importer of Imported Sanitary Napkins shall be accepted in brand name also. <u>The period of Market Standing will be reckoned from the date of issue of Product Permission.</u></p> <p>Explanatory note:-</p> <p>“In case of imported products, market standing for the product in international market would be considered for establishing eligibility regarding this particular clause of the bidding document. Also if a bidder is manufacturing a product abroad at various locations/countries and participating in the bid quoting a product being manufactured at a particular place, market standing of the product manufactured at other then particular place would be considered.”</p> <p>3. Bidder should have permission to manufacture the Sanitary Napkins as per specifications given in the Bid from the competent authority. Product permission of <i>brands</i> shall be accepted in the Bid submitted, but the Bidder has to submit the product permission in generic names at the time of signing of the agreement/before supply.</p> <p>4. Bid should not be submitted for the product/products for which the concern/company stands blacklisted /banned/debarred on the date of bid submission either by Bid inviting Authority or Govt. of Rajasthan or its departments on any ground. The Bid should not be submitted for those products also for which the concern/company stands blacklisted/banned/debarred on the date of bid submission by any other State/Central Govt. or it’s any agencies (central Sanitary Napkins procurement agencies) on the ground of conviction by court of law or the products being</p>	<p>Manufacturing licence/loan licence or direct importer holding valid import licence.</p> <p>Market Standing Certificate</p> <p>Product Permission</p> <p>Self-declaration</p>
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	<p>found Not of Standard Quality. (NoSQ)</p> <p>5. The concern/company/firm which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority (RMSCL) or Govt. of Rajasthan or its departments on the date of bid submission, shall not be eligible to participate in the Bid. The concern/company/firm which stands blacklisted/banned/debarred on the ground of conviction by court of law or the products being found Not of Standard Quality (NoSQ) by any other State /Central Government or it's any agencies (central Sanitary Napkins procurement agencies) shall also not be eligible to participate in the Bid. For Specific cases regarding other quality issues the purchase committee of RMSCL may decide the case on merit basis.</p> <p>6. If any product/products of a company/firm have been declared as Not of Standard Quality, as per Sanitary Napkins & 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 and a penalty equivalent to Bid Security Deposit shall also be levied. [Penalty should be minimum and maximum as per bid security prescribed in bid document. In such situation, the bid will be considered further only if the amount of penalty is deposited before the completion of technical evaluation.</p> <p>7. 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.</p> <p>8. 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 have to be submitted as a separate set with the same Bid.</p> <p>A bidder will be allowed to submit only one offer for one product.</p> <p>9. The minimum monthly installed capacity of the bidder should be 10 crore pieces per month (for MSME of Rajasthan one crore pieces per month) capacity of manufacturing firms shall be</p>	<p>Self-declaration</p> <p>Self-declaration</p> <p>Self - decleration</p> <p>Relevant documents</p> <p>Certificate by practicing</p>
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	<p>certified by practicing Chartered Engineer / Any relevant competent authority detailed of installed machines and their capacity must be enclosed as per Annexure-XX</p> <p>10. The supplier have to commit minimum monthly supply of 3.00 crore pieces of Sanitary Napkins (50 Lac packets having 6 Sanitary Napkins in each packet), falling to which his bid would be treated as non-responsive. Procuring Entity reserves the right to inspect the manufacturing premises for available capacity, infrastructure, machinery, manpower etc at any point of time before finalization of bids and / or during currency of the rate contract (Annexure-VII).</p> <p>.</p> <p>11. Details of technical personnel with name, qualification and experience the manufacturing and testing.</p> <p>13. Non-conviction Certificate issued by the Sanitary Napkins Controller of the State. It should be recent and not more than one year old.</p> <p>14. Details of Plant / Machinery.</p> <p>15. Details of own in-house testing facilities / laboratory with list of equipments.</p> <p>16. MSME units of Rajasthan State (Udyog Aadhar, Udyam registration, Entrepreneurs Memorandum-II / Udyam Registration Certificate or any other relevant certificate, etc.), if applicable</p> <p>Note :</p> <p>1. <i>Bidders are again advised to fill the Annexure-VII very carefully as after bid opening any amendment in Annexure-VII would not be allowed in any case. Bidders should ensure that self certified copies of all relevant documents i.e. Product Permission, manufacturing licence, Market standing certificate etc. should be in accordance with the licecne no. / Product Permission mentioned in the Annexure VII. Bids Submitted without dully filled Annexure-VII would be declared Non-Responsive.</i></p> <p>2. <i>Bidders who fail to submit copies of documents as under, would summerly declared as non-responsive:-</i></p> <p>(a) <i>In case copies of Product Permission either not submitted or not as per tender conditions/specifications of the item; If Product Permission is as per specifications of item mentioned in the tender but it's for export purpose, the Product Permission for domestic manufacturing would be accepted only when asked through clarification and provided that such Product Permission for domestic manufacturing has been issued on or before the last date of bid submission.</i></p>	<p>Chartered Engineer / Any relevant competent authority</p> <p>Annexure-VII</p> <p>Self-declaration</p> <p>Self-declaration & valid certificate issued by the competent authority.</p> <p>Annexure-XX</p> <p>Self-declaration & valid certificate issued by the competent authority.</p>
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		<p>(b) <i>If copies of Non-Conviction certificate and/or Market Standing Certificate have not been submitted in main bid or not as per tender condition/item specifications. It has also been observed that in certain cases, licensing authority takes time in issuance / renewal of aforesaid certificates, in such cases bidders have to invariably enclose expired documents/certificates along with copy of acknowledgment of application for renewal of such documents filed with licensing authority. In such cases bidders would be allowed to submit renewed documents at the time of clarification sought by the RMSCL, provided that the renewed documents should have been issued on or before the date of submission of clarifications as sought by the RMSCL.</i></p>	<p>Self-declaration Self-declaration</p>
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SECTION-IV

SCHEDULE OF SUPPLY

SECTION-IV: SCHEDULE OF SUPPLY



Clause No.	Description
1	List of goods and Delivery :
1.1	Name of items as specified in List:- “Belt-less Sanitary Napkin with wings item code S99p”
2.	Delivery and completion schedule:
2.1.1	Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority, Procuring Entity may placed order as and when required. Though the quantity in the bid document is tentative and may be under already under contract for supply with the already empanelled firms but new firms would be empanelled and financial bids would be invited only as and when required.
2.1.2	<p>Supply Conditions</p> <ol style="list-style-type: none"> 1. Purchase Order along with all details of delivery destinations will be given from time to time as per the requirement. Purchase orders will be placed on the successful Bidder(s) at the discretion of the Ordering Authority in RMSCL. Belt-less Sanitary Napkins with Wings will be supplied at School level / Aanganwadi Kendra/Block level / College level / CDPO Offices level. Details of tentative beneficiaries and distribution centres is annexed at Annexure-XI 2. The supplier shall supply the entire ordered quantity before the end of 75 days at school level / Aanganwadi Kendra and 60 days at Block level/ College level / CDPO Offices level from the date of issuance of purchase order at the destinations mentioned in the purchase order, if the last day of prescribed days limit happens to be a holiday for RMSCL, the supply should be completed by 5.00 p.m. on the next working day. 3. All supplies will be scheduled for the period from the date of purchase order till the completion of the rate contract in instalments, as may be stipulated in the purchase order
2.1.3	All supplies will be scheduled for the period from the date of purchase order till the completion of the empanelment period in installments, as may be stipulated in the purchase order.
2.1.4	<p>Shelf Life: The labeled shelf life of Sanitary Napkins supplied should be not less than 36 months the period mentioned in Annexure-VIII. The remaining shelf life of the Sanitary Napkins at the time of delivery should not be less than $\frac{3}{4}$ of the labeled shelf life. Only those bidders shall quote who can manufacture and supply the product with the required shelf life.</p> <p>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 .</p> <p>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 Sanitary Napkins with remaining shelf life of 75% or more need not submit such undertaking.</p>
2.1.5	The protocol of the tests mentioned in “ Annexure XXI ” will be applicable The Bidder must submit its Test/ Analysis Report for every batch of Sanitary napkin along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of Sanitary Napkins 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 and the placebo material when demanded for the purpose of testing.

Clause No.	Description
2.1.6	The Sanitary Napkins 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.
2.1.7	If supplies are not fully completed as per schedule given in the purchase order the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the Sanitary Napkins at the FOR destinations specified in the Purchase Order and if the Sanitary Napkins supplied at places other than those specified in the Purchase Order, transport charges shall be recovered from the supplier.
2.1.8	If the supplier fails to execute at least 50% of the quantity mentioned in a purchase order and such part supply continues in all three supply schedules of a Purchase order during the currency of contract period, then supplier shall be liable for debarment for the particular product for two years. Two years period will be reckoned from the date of issuance of such debarment order.
2.1.9	If the Bidder fails to execute the supply within the stipulated time, the ordering authority shall be at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other sources (such as Public Sector undertakings at their rates, empanelled bidders) 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/Bid inviting authority has every right to recover the additional cost and impose penalty as mentioned in bid document, apart from terminating the contract for the default.
2.1.10	The order stands cancelled after the expiration of delivery period, if extension has not been granted with or without liquidated damages. Apart from risk/alternate purchase action, performance security shall also be forfeited and other penal action like blacklisting/Debarment disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority. (As per guidelines for blacklisting/ debarment at Annexure- IX including amendment may also be taken.)
2.1.11	It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
2.1.12	If at any point of time, in the opinion of the ordering authority, the bidder has delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause, on a specific request made by the Bidder before expiring of supply period, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes. Reasons must be beyond control of supplier.
2.1.13	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 whomsoever 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.
2.1.14	If the supplier or any of its approved items gets debarred/banned/blacklisted in any state after entering into agreement with RMSCL, it shall be the responsibility of the supplier to inform RMSCL without any delay about the same. i. In case the Firm is black listed/debarred/banned after submission of bid document, it

Clause No.	Description
	<p>should inform the RMSCL within 15 days of blacklisting/debarring/banning. If the blacklisted/debarred / banned firm does not inform the RMSCL within stipulated time, a penalty amounting to @ two per cent of purchase orders issued between the date of blacklisting /debarring/banning and the date of informing to RMSCL, both dates inclusive, shall be imposed, subject to a minimum penalty of Rs 20,000 and a maximum penalty up to Rs 2,00,000 only.</p> <p>ii. If it is brought to the notice of RMSCL that the similar item of the supplier firm has been found spurious / adulterated in any other state (whether the firm / product has been blacklisted/ debarred/ banned or not); then no further purchase orders shall be issued for the product and the rate contract with the firm for the product shall be cancelled.</p>
2.1.15	<p>If a supplier does not supply any quantity against purchase orders then supplier shall be liable for debarment for the particular product for three years. Three years period will be reckoned from the date of issuance of such debarment order. Other appropriate action against the supplier including forfeiting performance security shall be decided by the procuring entity.</p>
2.1.16	<p>If a supplier fails to execute supply as per first schedule mentioned in purchase order without proper justification, a show cause notice may be given to him to respond within 7 days. If it does not respond or does not give reasonable justification, the corporation may order to L-2 and L-3 firms, for entire failed supply on L-1 matched rate. If L-2 and L-3 matched rates are not available, then purchase may be made on 'Risk and cost bases subject to other condition of Bid documents.</p>
2.1.18	<p>If the supplier fails to execute full supply of the quantity mentioned in a purchase order then a penalty of 15 % of Value +GST@18% of unsupplied quantity shall be charged. Cases of zero supply against a purchase order shall also be dealt with in same manner.</p>

**SECTION-V
LOGO AND
LOGOGRAMS/
MARKINGS,
PACKINGS AND
QUALITY
TESTING**

The logo and logograms/markings, packings, quality testing etc. in general would be as under, however, in case of change in these items the same would be mentioned at the time of inviting financial bids.

Clause No.	Description
1	<u>LOGOGRAMS / Markings</u>
1.1	<p>Logogram means, wherever the context occurs, the design as given below:-</p> <p style="text-align: center;">DESIGNS FOR LOGOGRAMS</p> <p>Sanitary Napkin to be supplied with the following logogram and with the word “Rajasthan Govt. Supply- Not for sale $\text{fu\%}^{\prime}\text{kqYd forj.k gsrq]} \text{QC} - \text{Passed}$” overprinted and the following logogram in which will distinguish from the normal trade packing. Name of item should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background. The sample can be subjected to any (or all) type of clinical/laboratory test, as is deemed fit by the Bid inviting Authority.</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> <p style="text-align: center;">SPECIMEN LABEL FOR OUTER CARTON RAJASTHAN GOVT. SUPPLY</p> <p>NOT FOR SALE</p> <hr style="width: 20%; margin: auto;"/> <p style="text-align: center;">Belt-less Sanitary Napkin with wings</p> <p>CONSTITUENTS OF.....</p> <p>Name of the Item, Manufactured by, Batch no</p> <p>Mfg. Date, Exp. Date, Quantity</p> <p>Net. Weight:.....Kg</p> <p style="text-align: right;">Manufactured by:</p>

Clause No.	Description
2	<u>PACKING</u>
2.1	<p>1. The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause 3.1. The labelling 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.</p> <p>2. It should be ensured that only first hand fresh packaging material is used for packing. All packaging must be properly sealed and temper proof.</p> <p>3. All packing containers should be strictly conforming to the specification included in the relevant compendia of standards /BIS.</p> <p>4. Packing should be able to prevent damages or deterioration during transit.</p> <p>5. In the event of Sanitary Napkin supplied found to be not as per specifications in respect of their packing, the Ordering Authority is at liberty to make alternative purchase of the item for which the purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in bid document / conditions.</p> <p>6. The name of the items should be printed in clearly legible bold letters (It is advisable that the colour of font be different from other printed matter to make the name highly conspicuous).</p> <p>7. Instruction must be printed on the packet for the Use and Disposal of Sanitary Napkin.</p> <p>SCHEDULE FOR PACKAGING OF SANITARY NAPKIN GENERAL SPECIFICATIONS:-</p> <ul style="list-style-type: none"> • Secondary packing must have 144 packets of primary packing unit of 6 Sanitary Napkins per packet in a carton. Carton should be of appropriate size that the napkins remain safe and in original shape and form. • All items should be packed only in first hand strong boxes only. • Every corrugated box should preferably of single joint and not more than two joints. • Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. • The flaps should uniform meet but should not overlap each other. The flap when turned by 45-60 should not crack. • Every box should be sealed with gum tape running along the top and lower opening. <p><u>CARRY STRAP:</u> Every box should be strapped with two parallel nylon carry straps (they should intersect.)</p> <p><u>LABEL:</u> Every corrugated box should carry a large outer label clearly indicating that the product is for “Rajasthan Govt. Supply-Not for Sale”. The Product label on the cartoon should be large at least 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.</p> <p><u>OTHERS:</u></p>

Clause No.	Description
	NO box should contain mixed products or mixed batches of the same product.
3	<u>QUALITY TESTING</u>
	<ol style="list-style-type: none"> 1. Sampling of supplies from each batch may be done at the point of supply or distribution/storage points for testing. (The samples may be sent to different empanelled laboratories for testing by the ordering authority after coding). RMSCL may draw samples randomly from supplies made to the ordered destinations, Collection/ Storage/ Distribution points and may constitute committee to collect and check the samples and to report its compliances with determined specification. <i>The RMSCL will deduct a sum of 1.5% from the amount of bill payable to supplier on account of testing & handling Charges.</i> 2. The supplied item shall maintain the quality within the permissible level throughout its shelf life period. The samples may also be drawn periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is found to be of unacceptable/defective/contented /harmful or misbranded, such batch/ batches will be deemed to be rejected goods. 3. In the event of the samples of the item supplied failing quality tests or found to be not as per specification the ordering authority is at liberty to make alternative purchase of items for which the Purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 20. 4. <i>The supplier shall furnish to the purchaser the evidence of any requisite data for Sanitary Napkin when asked for. If there is any problem in the field the production record for the particular batch shall also be supplied when demanded by RMSCL</i> 5. Laboratory test may be done along with clinical examination with reference to the standards laid down in the protocol/specifications <p>Note:-The supply of any item shall be considered complete for the purpose of calculation of liquidated damages only when reference standards/ standard testing procedure or test protocol/placebo materials are made available to the corporation along with the supply of items as per the purchase order. However these materials and documents shall be made available by supplier to Quality Control Cell of RMSCL Headquarter. Such requirement will however be indicated in the purchase order.</p>

**SECTION-VI
PERFORMANCE
SECURITY
AND
AGREEMENT**

<u>Clause</u>	<u>Discription</u>
<u>PERFORMANCE SECURITY</u>	<p>The Successful Bidder shall have to deposit Performance Security Deposit @ 2.5% of the Contract value or at the rate prescribed by GOR at the time of contract/LoA and when any purchase order is awarded to him, in addition to the empanelment performance security already deposited with the RMSCL. Performance security will not be taken from undertaking, corporation of GoI & GoR.</p> <p>The MSME Units of Rajasthan shall have to deposit Performance Security Deposit @ 0.5% of the Contract value or at the rate prescribed by GOR. at the time of contract/LoA.</p> <p>The performance security shall have an upper limit of Rs 25 Lac to be deposited by a bidder at the time of signing of agreement (For one or many items). However, when the actual purchase orders cross a threshold for requiring additional security, the same will be required to be deposited by the supplier.</p> <p>The performance security 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 or e-Bank Guarantee (e-BG) (Performa given in Annexure-I) in case the amount exceeds Rs. 5.00 Lakh. For amount of upto 5.00 Lakh it should be deposited in the form of demand draft/bankers cheque issued by a scheduled bank or may be deposited through challan.</p> <p>For the purpose of SFMS for Bank Guarantee or e-Bank Guarantee (e-BG), the details for beneficiary's bank would be as under (Details of PNB with IFSC code). Bidder should strictly advice to their banker which is issuing Bank Guarantee or e-Bank Guarantee (e-BG) to adhere to SFMS and add beneficiary bank details related to RMSCL only.</p> <p>The validity of Bank Guarantee or e-Bank Guarantee (e-BG) should be for a period of 24 month from the date of issuance of Bank Guarantee or e-Bank Guarantee (e-BG)) in favour of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur before releasing the purchase order by the ordering authority.</p> <p>In case Rate Matched Bidders who have agreed to supply at L-1 price, then the performance security Deposit of such bidders will be 5% of value of quantity fixed for them. (Upper limit Rs 25 Lac). Performance Security shall remain valid and refunded 60 days beyond the date of completion of all contractual obligations or after 12 months from the date of issuance of letter of acceptance,</p>

	whichever is later.
<u>AGREEMENT</u>	<p>a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 15 days period from the date of Letter of acceptance / Letter of intent or within extended period as approved by the Bid Inviting Authority, i.e. the Managing Director, Rajasthan Medical Services Corporation Ltd. The Specimen form of agreement is available in Annexure-IV, failing to submission of performance security and execution of agreement within stipulated period as above, shall result in forfeiture of Bid Security Deposit & other consequential action. A bidder who is found successful in more than one product; he will be intimated through to execute agreement for the Sanitary Napkins. If such bidder will not execute agreement for one or more items, in such situation a penalty equal to minimum bid security i.e Rs. 5.00 Lacs and in case of MSME Rs. 1.25 Lacs shall be imposed and the product for which agreement is not executed shall be debarred for a period of not less than 3 years.</p> <p>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.</p> <p>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, or sent on his email as mentioned in the bidding document.</p>

SECTION –VII (A)
GENERAL CONDITIONS OF
CONTRACT (GCC):

GENERAL TERMS AND CONDITIONS OF CONTRACT:

A. REGISTRATION:

1. Only such bonafide MANUFACTURERS / LOAN LICENSEES / IMPORTERS having financial turnover, PAN and GST registration and other qualifications as prescribed in bid shall be eligible for empanelment / registration. **Distributors / Suppliers / Agents are not eligible to bid / empanelment.**
2. Bid/application which are not as per qualification and evaluation criteria mentioned in the technical bid shall be liable to be rejected.
3. Bid/application must be duly filled and its contents are to be verified as true and correct. All documents of bid duly signed.
4. Financial bid shall be invited from the Empanelled bidders:- MD, RMSCL shall invite in the second part as per requirement of Sanitary Napkin, (Non-Drug Item) (item code S99p). In the form of .XLS Sheet. After evaluation of financial bid MD, RMSCL or his representative shall award the contract to the bidder whose offer has been determined to be the lowest to RMSCL.
5. The registered empanelled manufacturers are not permitted to state their own terms and conditions other than or in addition to the terms mentioned in the empanelment bid or in the financial bid. In case any additional terms are mentioned or the prescribed term is altered or varied by the bidder, at any place of the bid, the same shall be completely ignored and deemed to be non-existing while registered empanelment bid or in the financial bid.
6. The registered empanelled bidder shall not assign or sublet supply contract or any part thereof to other agency.
7. The approved registered empanelled bidder shall be deemed to have carefully read the terms and conditions including specifications & quality etc. as given in the bid document and no relaxation shall be permitted on account of ignorance/ambiguity etc.
8. The empanelment bid security of Rs. 5.00 lac through challan in RMSCL Bank account or in form of DD in favour of MD, RMSCL payable at jaipur for empanelment shall be upload scan copy on <https://eproc.rajasthan.gov.in> and physically submit in the office of RMSCL as specified. The number of instrument (Challan / DD / Banker Cheque etc.) is to be mentioned in the appropriate columns of bidding form. As per RTPP Rule 2013 Rule 42(5) Bid security of a bidder lying with the procuring entity in respect of other bids in which final decision has been taken by the procuring entity it may be consider for this bid on the request of the bidder.
9. The registered empanelled bidder shall not be entitled to claim any interest from RMSCL on the amount of Bid Security / Performance Security on or on any other disputed payments lying at RMSCL level if any from time to time.
10. RMSCL also reserves the right as per provisions of Rajasthan Transparency in Public Procurement Act, 2012, Rajasthan Transparency in Public Procurement Rules, 2013, and

RMSCL's guidelines for blacklisting / debarring of product or company to punish, debarment from bidding, suspend/cancel the registration of registered empanelled bidder/supplier, if the performance of registered empanelled bidder with respect to quality and time of supplies etc. is found unsatisfactory and to forfeit the Empanelment Bid Security / Performance Security/ to recovering other due amounts in any other way including legal recourse. The RMSCL can also debar/black list for such items / firms from entering into any other contract with RMSCL, as per debarring as per blacklisting policy of RMSCL.

11. Empanelment Bid Security/Performance Security shall continue to remain with the RMSCL till the Firm concerned does not make a specific request to cancel his registration and to refund the Bid Security/Performance Security amount provided that the Firm is not debarred and/or had not become liable on any ground for forfeiture of Bid Security/Performance Security. Once the approval for registration is duly conveyed by RMSCL normally the Firm concerned shall be entitled to offer its rates automatically without any further notification as and when called, upto contract period or extended contract period.
12. Quality conditions and specifications schedule given in technical bid Section shall be treated as part and parcel of terms and conditions for registered empanelled bidder.
13. RMSCL will not consider the registered empanelled bid/application of such bidder who has earlier been debarred/censured/black listed or even those firms who have on their rolls employees/ executives/ proprietors/ partners of another already debarred / censured / black listed firm in one or the other capacity.
14. RMSCL reserves the right to have all time free access for the inspection of the manufacturing units and / or works and/ or Go downs and / or office premises of the registered empanelled bidder before or after the registered empanelment without giving any notice.
15. Once the registered empanelled bid is duly signed and completed by the bidder/ applicant followed by acceptance of registered empanelment by the RMSCL it will be treated as a validly executed agreement for all purposes between the two parties. Letter Acceptance of the offer by RMSCL and its intimation to the bidder shall be treated as valid and legal contract between RMSCL and suppliers without further necessity to execute separate agreement, though agreement is to be submitted in due time.
16. M.D., RMSCL reserves the right to reject/ accept any bid/ application made for the registered empanelment or any financial bid submitted by the registered empanelled bidder partially or fully without assigning any reason what so ever.
17. Financial bid shall be invited from the **empanelled bidders** in the second part as per requirement of Sanitary Napkin, (Non-Drug Item) (item code S99p) in the form of .XLS Sheet at the website www.eproc.rajasthan.gov.in as specified in bid proposal. Second part financial bid proposal request will also be published on SPP Portal, website www.sppp.rajasthan.gov.in and RMSCL website <https://rpsc.health.rajasthan.gov.in>.
18. The rates must be entered in the prescribed .XLS Sheet only at the time of submission of financial bid. The rate to enter should be in words as well as in figures. In case of any

difference in words and figures is found the rate which is advantageous to RMSCL shall be considered.

19. Although the rates of all items covered under the RMSCL standing list as per bid document shall be taken as and when required from the registered empanelled bidder, however, RMSCL shall be free to choose any one of them for approval of rates according to its least cost formula and other needs.
20. MD, RMSCL shall have the power to cancel the order, decrease the quantity and amend the supply schedule without entertaining any claim of damages or loss from the bidder/supplier concerned, looking to the storage position, demand, supply & marketing trends etc.
21. RMSCL also reserves the right to accept or reject any or all offer of rates completely or in part without assigning any reasons whatsoever.
22. RMSCL also reserves the right to repudiate the approval of rates or purchases order at any time if supplies are not received with full satisfaction in accordance with the specifications or given time schedule etc. and make good the requirement from alternative sources if necessary at the risk and cost of approved supplier.
23. Normally the announcement of the approved rates shall generally be communicated to the suppliers on e-proc website and e-mail to bidders. Purchase Order sent to the approved supplier at its address by e-mail/Registered Post shall be deemed to have been duly served on the supplier notwithstanding that the purchase order may not in fact have been delivered to the supplier. All terms & conditions contained herein shall apply in full force and measure to such purchase order placed.

B. SUPPLIES

1. Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority. Sanitary Napkins will be supplied as specified in the Purchase order. Procuring Entity may place order as and when required.
2. The supplier shall supply the entire ordered quantity as per schedule given in the purchase order the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSCL, the supply should be completed by 5.00 p.m. on the next working day.
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. All terms & conditions related to supply have been mentioned in Section IV-‘Schedule of Supply’

Shelf Life: The labeled shelf life of Sanitary Napkins supplied should be not less than 36 months the period mentioned in Annexure-VIII. The remaining shelf life of the Sanitary Napkins at the time of delivery should not be less than $\frac{3}{4}$ of the labeled shelf life. Only those bidders shall quote who can manufacture and supply the product with the required shelf life.

C. INSPECTIONS AND TESTS

Sampling of supplied items for each batch may be done at the point of supply or distribution/storage points for testing. (The samples may be sent to different empanelled laboratories for testing by the ordering authority after coding). **The RMSCL will deduct a**

sum equal to 1.5% of invoice value from the amount of bill payable to supplier on account of handling and testing charges.

The item shall maintain the quality within the permissible level throughout the shelf life period of the item. The samples may also be drawn periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is found to be of unacceptable/defective/contented/harmful or misbranded, such batch/batches will be deemed to be rejected goods.

In the event of the samples of the item supplied failing quality tests or found to be not as per specification the RMSCL is at liberty to make alternative purchase of such items 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 RMSCL has every right to recover the cost and impose penalty as mentioned in bid conditions.

The supplier shall furnish the evidence of any requisite data for ordered items to the RMSCL whenever asked for. If there is any problem in the field, the production record for the particular batch shall also be supplied as and when demanded by the RMSCL.

Laboratory test may be done along with clinical examination with reference to the standards laid down in the protocol / specifications.

The supply of ordered item shall be considered complete for the purpose of calculation of liquidated damages only when reference standards/ standard testing procedure or test protocol/placebo materials are made available to the corporation along with the supply of items as per the purchase order. These materials and documents shall be made available by supplier to Quality Cell of RMSCL Headquarter. Such requirement will however be indicated in the purchase order, itself.

D. PAYMENTS PROVISIONS

- i.* No advance payment towards costs of ordered Sanitary Napkin will be made to the Bidder.
- ii.* On receipt of the consolidated invoices (**Annexure-XII**) duly stamped & signed by authorized signatory, consignee receipt and analytical report regarding quality (**Annexure-XIII**)/Report of committee on randomly selected samples, the payment would be made as soon as possible.
- iii.* The concerned school principal /headmaster /authorized receiver from school/Block/Colleges/Aanganwadi / CDPO Office will have to verify the CHALLANS received and details of which will be sent to the Medical Officer Incharge of DDW's. (**Annexure-10**)
- iv.* All bills/ Invoices should be raised in **triplicate** the bills should be drawn as per **GST Rules / other applicable Rules if any** in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW/MCDW:-
 - a. In house test report of Sanitary Napkins.

- b. The challan / invoice copy pertaining to DDW/MCDW/ Other destinations
- v. 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/ Report of committee on randomly selected samples. Furthermore, in case the supplies do not meet the ordered quantities, following conditions shall apply:-
- a. **The supply shall be monitored district wise and payment shall be made accordingly. Payment shall be considered for supply in a particular district subject to the condition that at least 50% of ordered quantity (for that district) has been supplied as per the entries made in E-aushadhi software.** 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.*
- b. If the supplier fails to execute supply of at least 50% of the quantity mentioned in a purchase order and such part supply continues in three Purchase orders during the currency of contract period, then supplier shall be liable for debarment for the particular product for two years. Two years period will be reckoned from the date of issuance of such debarment order.
- c. If a bidder fails to supply even 70% of the quantity of Sanitary Napkins 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 5.4.2.5 (i).
- d. If the Bidder fails to execute the supply within the stipulated time, the RMSCL is at liberty to make alternative purchase of the item for which the Purchase orders have been placed from any other sources (**such as Public Sector undertakings at their rates, empanelled bidders, and bidders who have been technically qualified in the said bid**) or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the RMSCL has every right to recover the cost and impose penalty as mentioned in the bid document apart from terminating the contract for the default.
- (vi) If at any point of time during the period of contract, the price of approved ordered item 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 immediately inform ordering authority about it. Ordering authority has all rights to unilaterally effect such reduction in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
- In case the price of a item fixed by NPPA (Govt of India) under applicable DPCO is less than the RMSCL contract price, the supplier shall be bound to make the supplies of such items at price fixed by the NPPA (Govt.India).***

(vii) (a) In case of any enhancement in **GST as per** notification of the Government after the date of submission of Bids and during the Bid period, the quantum of additional **GST** so levied will be allowed to be charged extra as a separate item without any change in the basic price of the price structure of the item approved under the Bid. For claiming the additional cost on account of the increase in **GST**, the Bidder should produce a letter from the concerned Excise authorities / **GST authorities (Central and State)** for having paid additional **GST** on the goods supplied to ordering authority and also must claim the same in the invoice separately. **In case of reduction in rates of GST price will be reduced accordingly.**

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

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

viii (a) 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 such extension on occurrence of hindrance but not after the stipulated date of completion of supply.

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

(IX). If the firm is Blacklisted/Debarred by Govt. of Rajasthan during rate contract period/ after rate contract period. To follow actions shall be taken and supplier shall be abide by them:-

- Further Purchase orders shall not be placed to firm.
- Purchase orders in process shall be cancelled.
- All unconsumed stock from DDWs / MCDWs/ Designated Consignee stores shall be lifted on the cost of firm.
- If payment is made for unconsumed stock it shall be recovered from one firm.
- All rate contracts shall be cancelled.

E. PENAL PROVISIONS

DEDUCTION IN PAYMENTS:	IN	<ol style="list-style-type: none"> 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
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	<p>logogram and with prescribed packing specification. If any deviation(s) found then a separate penalty shall be levied @ 2% of value of purchase order irrespective of the fact that ordering authority actually have suffered any damage/loss or not, without prejudice the rights of alternative purchase.</p>
<p>QUALITY CONTROL DEDUCTION & OTHER PENALTIES:</p>	<ol style="list-style-type: none"> 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 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. (As per guidelines for blacklisting/ debarring at Annexure IX) 2. (i) If the samples drawn from supplies do not conform to the statutory standards, the supplier shall 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 SANITARY NAPKINS, if the supplier does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD quality Sanitary Napkins 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 Sanitary Napkins so rejected till such destruction. All expenses on destruction process shall be recovered from the supplier. The Supplier shall replace the stock of NOSQ goods with fresh goods with stipulated time upon intimation to do so by the ordering authority. (ii) If RMSCL decides not to return the NOSQ Sanitary Napkins to supplier and decides to destroy NOSQ Sanitary Napkins at its own level, then provision of demurrage charge will not apply. Means, if RMSCL writes to supplier to take back NOSQ Sanitary Napkins, then demurrage provision will be applied and if does not write to take back and decides to destroy Sanitary Napkins at its own level, then demurrage charge provision will not be applied. However, all expenses on destruction process shall be recovered from the supplier

	<p>concerned.</p> <ol style="list-style-type: none"> 3. The supplier will not be entitled to any payment whatsoever for Items of Sanitary Napkins 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 Sanitary Napkins from the any amount payable to the Bidder. On the basis of nature of failure, appropriate action for black listing / debarring of the product / supplier shall be initiated. (As per guidelines for blacklisting/ debarring at Annexure IX including amendment) 4. For supply of Sanitary Napkins of NOT OF STANDARD QUALITY the respective Sanitary Napkins 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. (As per guidelines for blacklisting/ debarring at Annexure IX) 5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied Sanitary Napkins, 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. <hr/> <p>9. In the event of making ALTERNATIVE PURCHASE, as specified in Clause 2.1.10 of Section IV and in Clause 3.3 of Section V the penalty will be imposed on supplier apart from forfeiture of Security Deposit. The excess expenditure over and above contracted process incurred by the ordering authority in making such purchases from any other sources or from the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the performance security or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier and provided further that such amount to be levied as per penalty from supplier on account of non-supply shall not be less than 15% of the</p>
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	<p>value of non-supplied even when rates in alternative purchase method are lower / equivalent to rates in original tender.</p> <p>10. In case of any dispute regarding all cases under bid procedure or in any other extra-ordinary situation or interpretation of any clause of the bid document, the decision of the Bid Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and binding and acceptable to all parties.</p> <hr/> <p>11. All disputes related to the supplies for any defaults will be decided by the Bid Inviting Authority and his decision will be final and binding.</p>
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F. GENERAL

1. As soon as the bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or registered e-mail, the RMSCL shall hold no responsibility on account of any delay at any stage or for loss of offer/s approval of rates/purchase orders etc. in any other way. Communication made from RMSCL in the Form of e-mail or registered post having valid despatch no. and date will be treated valid and binding on the bidders for all legal purposes.
2. The terms and conditions of purchase mentioned in empanelment/ registration bidding documents shall be applicable on any other seasonal/ bulk/ emergency/ risk purchases also that are made at RMSCL level from the empanelled registered supplier over and above Bid process. In case of seasonal requirements separate intimation giving details in respect of approximate quantity period of supply and date for receiving offers, shall be given to empanelled registered supplier through e-mail/registered post.
3. RMSCL reserves the right to rectify any human clerical/ typing mistake at any point of time without entertaining any objection or claim from the side of supplier.
4. All legal proceedings shall have to be lodged within the jurisdiction of Jaipur City. If any dispute arises from or out of their contract, the courts situated at Jaipur city alone shall have jurisdiction.
5.
 - (i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their bids.
 - (ii) Supplier may be disqualified, banned or suspended from the empanelment business during the rate contract, if:-
 - a. Fails to execute a contract or fails to execute it satisfactorily ;
 - b. No longer has the technical approval like Product Permission / Licence, Market standing, Non Conviction certificate, staff or equipment considered necessary and other qualifications as stipulated in bidding document for pre qualification.
 - c. is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ;
 - d. The firm is suspected to be doubtful loyalty to state.
6. RMSCL also reserves the right to add/delete/amend any condition at any stage under proper intimation to concerned registered empanelled firm and the same shall be

considered binding on the registered empanelled firm from the period following such intimation.

7. If, M.D., RMSCL Ltd., Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with the firm be banned.
8. No action on the letter head of the Bidder /firm regarding any complaints against RMSCL will be considered unless the letter head bears the signature of the Bidder or the authority higher than the bid signatory of the firm.
9. If any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated/vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action as per provisions of RTPP Act and Rules along with disqualification, banning, suspension etc. for limited or unlimited period and as per provisions of Blacklisting and Debarring Guidelines of RMSCL.
10. Bidders are required to submit required information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as per provision / terms and conditions of bid / RTPP Act & Rules to banning concerned item/items for certain or uncertain period.

Signed and Seal affixed in token acceptance of all above terms and conditions unconditionally.

Signature

Name

In the capacity of Firm

SECTION –VII (B)
SPECIAL CONDITIONS OF
CONTRACT (SCC)

1. GENERAL CONDITIONS

- i. At any point of time prior to the 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(s) in Bid document by way of amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority can at his discretion, extend the date and time for submission of Bids.
- ii. Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority, i.e RMSCL.

2. OTHER CONDITIONS

1. The Purchase orders shall 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 sanitary napkins are shown in Annexure-VIII. The quantity mentioned is only the tentative requirement for upto date 31.12.2023 and it may increase or decrease as per requirement and the decision of Ordering Authority. Procurement will be done as and when required basis as specified in the schedule of supply. The rates quoted should not vary with the quantum of the order or the FoR destination. The commitment quantity for an item submitted by the bidder (in Annexure VII) shall be taken into account. The whole commitment quantity to be supplied during contract period should not be less than estimated bid quantity. As well, the monthly commitment quantity should not be less than 10% of the whole commitment qty. A bidder having manufacturing capacity less than commitment quantity (either monthly or for whole contract period) may be technically disqualified.**
3. As and when required, e- Bids financial quotes would be called for in the generic names of Sanitary Napkins. The Bidders should quote the rates for the generic products. The composition and strength of each product should be as per details given in Annexure-VIII. Any variation, if found, will result in rejection of the Bid. The products should conform to

the specified standards. 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 **all expenses / charges but exclusive of GST**) should be quoted for each packet of containing six sanitary napkins on door delivery basis according to the unit ordered. Bid for the supply of Sanitary Napkins with conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful Bidders. No quantity or cash discount should be offered.
5.
 - a) To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to approve more than one supplier to supply the bided item amongst the qualified Bidders
 - b) Financial bids would be called as per requirement of Sanitary Napkins. Rates once approved, shall remain valid for six months from the date of issuance of letter of acceptance (LOA). Orders will be placed periodically during rate contract period based on the RMSCL's requirement to the firms approved for rate contract as per above clause no. 3. After the conclusion of Price Bid opening, the lowest offer of the Bidder, if required will be considered for negotiations, and rate arrived after negotiations will be L-1 rate and L-1 supplier for an item of Sanitary Napkins for which the Bid has been invited.
 - c) The Bidder who has been declared as L-1 supplier for item Sanitary Napkins shall execute necessary agreement for the supply of the Bided quantity of such Sanitary Napkins as specified in the Bid document on depositing the required amount as performance security and on execution of the agreement, such Bidder is eligible for the placement of purchase orders. Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.
 - d) RMSCL will inform the L1 rate to the Bidders who qualified for Price Bid opening, through RMSCL web site or e-mail; willing bidders may inform in writing their

- consent to match with the L-1 rate for item Sanitary Napkins quoted by them and the Bidders who agree to match L1 rate, will be considered as Matched L1.
- e) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, GST etc.) of price (L-1 rate).
 - f) In case, the supplier, upon receipt of the purchase order, finds that the purchase order exceeds the production capacity declared in the Bid documents and the delay would occur in executing the order, shall immediately inform to the RMSCL without any loss of time and shall be return, the purchase order within 7 days from the date of the order, failing which the supplier shall have no right to claim any waiver of liquidated damages, fine for the delayed supply.
 - g) If the L1 supplier fails to supply /intimate RMSCL about his inability/delay in supply as per the purchase order within the stipulated time or as the case may be, RMSCL may place purchase orders with the L1 Rate Matched Bidder also for purchase provided such rate matched Bidders shall execute necessary agreement indicating the production capacity as specified in the Bid document on depositing the required amount. Such Bidder is eligible for the placement of purchase orders for sanitary napkins.
 - h) Subject to Para (g) above, while RMSCL has chosen to place purchase orders with Matched L1 supplier and there are more than one such matched L1 suppliers, then the purchase orders for the requirement of sanitary napkins will be placed with other bidders will have matched the L-1 in the manner as decided by the procuring entity.
 - i) The matched L1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the Bid and all provisions of the Bid document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L1 supplier.
6. The rates quoted and accepted will be binding on the Bidder during validity period of the bid i.e six months from the date of issuance of LOA and any increase in the price (except increase in **GST rate** or any other statutory taxes) will not be entertained.
7. No Bidder shall be allowed to claim revision or modification of bid after opening of bid. If any bidder withdraws or modifies its bid after opening of bid the bid security taken from the bidder shall be forfeited. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as "SUBJECT TO

AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete / conditional and accordingly the Bid shall be rejected.

8. Supplies should be made directly by the bidder.
9. The Bidder shall allow inspection of the factory and godowns / stores at any point of 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 them 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 Bid / contract may be rejected.

SECTION-VIII

BIDDING FORMS

(A) TECHNICAL BID FORMS

Forms under General requirements for Goods & Works

Pre-qualification Application Submission Letter

(To be executed on letter head)

In relation to our Pre-qualification application submitted to MD RMSCL Jaipur for empanelment of supply of Sanitary Napkins (item code S99p) [Insert name of the subject matter of procurement] in response to their Notice Inviting Pre-qualification Applications (NIPQ) No. Dated we hereby declare followinga)

- a) I/We have examined and have no reservations to the Pre-qualification document, including the amendment/addenda issued in accordance with Instructions to Applicants. I/We declare that all the terms & conditions listed by procuring entity are acceptable to me / us.
- b) I/ We have submitted Pre-qualification document cost of INR, and processing fees/ user fees of INR
- c) I/We offer to supply the goods/execute the work (PE to retain the applicable) in conformity with the Prequalification document specified in Section III.
- d) Our firm, including joint venture partners, fulfil all the eligibility criteria (Nationality, Submission of only one Application, Debarment and Conflict of Interest) mentioned in Section III (eligibility criteria).
- e) I/ We agree to permit procuring entity or its representative to inspect our accounts and records and other documents relating to the Pre-qualification application submission.
- f) I/ We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to the automatic rejection of the Pre-qualification application or cancellation of the contract, if awarded.
- g) I/ We understand that this Pre-qualification application shall not bind Procuring Entity to give any priority or preference in the issue of selection of application or award of contract.
- h) I/ We understand that this Pre-qualification shall be used for consequential bidding of the subject matter of procurement.
- i) I/ We declare that the information furnished above is true to the best of my / our knowledge.

Date:

Place:

Signature & Seal of Applicant:

Name:

Designation:

Address:

Annexure-B

(Clause 3.4.1 of Section-II)

Applicant's Information Form
(To be executed on company/firm letter head)

Date: [insert day, month, year]

NIPA No. and title: [insert NIPA number and title]

Page [insert page number] **of** [insert total number] **pages**

Applicant's Information	
Applicant's legal name	
In case of a Joint Venture, legal name of each partner	
Applicant's country of constitution	
Applicant's year of constitution	
Applicant's legal address in country of constitution	
Applicant's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	
Attached are copies of the following documents whenever applicable: <ul style="list-style-type: none">• Documents defining the constitution or legal status, place of registration, and principal place of business• Any private company, registered/incorporated under 'Companies Act, 2013' or other applicable Laws of India, to submit valid certificate of incorporation, OR• Applicant may be a proprietorship firm, to submit valid Shop Establishment certificate, OR• In case of Partnership firm, to submit Partnership registration certificate issued by Registrar of Firms or duly notarized/Registered Deed of Partnership, OR• In case of limited liability partnership, under the Limited Liability Partnership Act, 2008, to submit copy of Certification of Incorporation, OR• Self-attested copy of Income Tax Registration Certificate / Permanent Account Number (PAN) Card issued by Income-Tax Department.• Self-attested copy of Goods and Services Tax (GSTIN) registration certificate along with copy of last GSTIN return filed and declaration of no default.	

- Valid Registration Certificate issued by District Industries & Commerce Centre (DI&CC), Govt. of Rajasthan, etc. in case bidder seeks to avail benefit of submission of reduced bid security and/or purchase preferences for the goods required.(Applicable for Goods only)

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

punjab national bank

Bank Copy
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 _____
 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

punjab national bank

Customer Copy
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 _____
 Mobile No. _____

Cash Deposit:

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

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

Amount (in words): ₹ _____

Name of the Depositor _____
 Signature _____
 Address for communication _____

Acknowledgement

For Bank use only

Cashier/Officer

Form A

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

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

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

Serial No	Product	Production Capacity	
		Quantity	Value
1			
2			
3			
4			

12. List of Plant & Machinery installed

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

13. List of Testing Equipments installed

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

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

a. Benefits depositing Bid Security and Performance Security:

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

b. Details of Supply orders received:

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

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

Date

Signature
(Name of the applicant
Along with seal of post)

CERTIFICATE

File no. _____
Date _____

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

Office Seal

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

Enclosure- (1) Application
(2)
(3)

Form-‘B’
Format of Affidavit
(On Non Judicial Stamp Paper of Rs. 10/-)

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

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

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

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

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

Place.....

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

VERIFICATION

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

DEPONENT

AGREEMENT

This Deed of Agreement is made on this _____ day of _____ 2023 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 empanel himself for supply of Sanitary Napkins & Medicines, Surgical Sutures etc as per LOA and supply to the Purchaser, the Sanitary Napkins and Medicines with specifications mentioned in the Schedule attached here to 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 empanelment for the due and faithful performance of this Agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these presents witness that for carrying out the said Agreement in this behalf into execution the Supplier and the Purchaser do hereby mutually covenant, declare, contract and agree each of them with the other of them in the manner following, that is to say,

1. The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation of applications / bids floated for the empanelment of supply for Sanitary Napkins. For Rajasthan Medical Services Corporation Ltd, vide reference no. F.02(140)/RMSCL/PROCUREMENT/ Sanitary Napkin/NIPQ-02/2023/ Dated:- and 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 empanelment of MANUFACTURERS / LOAN LICENSEES / IMPORTERS for supply by the Supplier to the Purchaser of the Sanitary Napkins (item

code S99p) 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 no.and dated.....and it shall remain in force up to one year and extendable for further one year, if required.

(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 Sanitary Napkins 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, bidding or be of any effect whatsoever.

SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES

- 4 The Supplier shall not be in any way interested in or concerned directly or indirectly with, any of the Officers, Subordinate or Servants of the Purchaser. In any trade, business or transactions nor shall the Supplier give or pay or promise to give or pay any such Officer, Subordinate or Servant directly or indirectly any money or fee or other consideration under designation of “Custom” or otherwise; nor shall the Supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the Purchaser obtained in first hand.

BANKRUPTCY OF THE SUPPLIER

- 5 In case the Supplier at any time during the continuance of the Contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the Purchaser to put an end to the Agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the Purchaser, shall cease and be void and the Purchaser shall have all the rights and remedies given to him under the preceding clauses.

SERVING OF NOTICE ON SUPPLIER

- 6 All notice or communication relating to or arising out of this Agreement or any of the terms thereof shall be considered duly served on or given to the Supplier if delivered to him or left at his premises, place of business or abode.

- 7 And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents, the decision of the Managing Director, Rajasthan Medical Services Corporation Ltd in the matter shall be final and binding.
- 8 All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decide by the State Govt. and the decision of the State Govt. shall be final.

SUPPLIER (Signature, Name
& Address with Stamp)

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

Witness (Signature, Name & Address)

Witness

1.

1.

2.

2.

Check List

Section	Details of requirement	Document Type	Yes/No If Yes Page No.
A	BID DOUMENT FEE, EMPANELMENT FEE, BID SECURITY, RISL FEE	Challan/DD/ e–deposit generated receipt of Bid Security Deposit, bid document fee, RISL fee, empanelment fee.	
B	Technical documents	Manufacturing Licence/loan licence	
		Manufacturing Licence renewal /validity certificate	
		Non Conviction Certificate issued by the Sanitary Napkins Controller	
		Import License, if imported.	
		Sale License, in the case of imported Sanitary Napkins	
		Copy of record of import to establish one year market standing, if imported.	
		Product Permissions by the Licensing Authority for each and every product quoted	
		Market Standing Certificate issued by the licensing Authority	
		Annexure-VI Check List Of Details Regarding Products Quoted	
C	Other Documents	Documentary evidence for the constitution of the company / concern	
		The instruments such as power of attorney resolution of board etc	
		Copies of balance sheet & profit loss account for three years	
		<u>GST Registration & Proof of GST Return</u>	
		Copy of PAN	
		Annual Turnover Statement Annexure-III	
		Annexure-VII Declaration and Undertaking with copies of documents mentioned in Annexure.	
		SSI certificate for exemption with Annexure-II	

Annexure – VI

Check list of details regarding products quoted

Product permission and Market Standing as per Condition No. 6 (2) (3) of Section -III

S. No.	Quoted Item /Code no.	Product permission enclosed on page no.	Date of product permission / Approval	Product permission of formulation Generic / Branded	Specification as per Code no. Yes/ No	As per MSC product Mfg & Mkt since last one year		
						Page No.	Yes/ No	Date of Issue
1								
2								
3								
4								
5								

Declarations by the Bidder

(To be executed on a non-judicial stamp paper and duly notarized)

Declaration & Undertaking

(F.02(120)/RMSCL/Proc./Sanitary Napkins(Non Drug)/NIB-12 /2022/590 Dated: 27.07.2022)

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

I Name.....S/o.....Age.....Prop./Partner/Director/Power of attorney holder of firm M/s.....situated at (Complete address of Mfg. unit).....do here by declare on oath as follows:-

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

S. No.	Quoted item Code No.	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Monthly supply Commitment to RMSCL in nos.	Supply Commitment quantity during rate contract period	Supply Commitment quantity with other institutions / market in hand during rate contract period	Estimated Bid Quantity as per NIB	<u>GSTIN & Name of state where GSTIN registered</u>
1.								

4. That concern/company/firm does not stand blacklisted/banned/debarred on any ground by Bid Inviting Authority or Govt. of Rajasthan *or its departments* on the date of bid submission.

The concern/company/firm does not stand blacklisted/banned/debarred on the ground of *conviction by court of law or the products being found NOSQ* by any other State /Central Government or *its any agencies* (Central Procurement Agencies). **But my firm is blacklisted/banned/debarred on a different ground by a procurement agency, the details of which are given below -----**
----- (Write 'NIL' if no such matter exists)

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

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

7. That the quoted products are being manufactured and marketed since last one year Or quoted imported items has over one year market standing.
8. That we have own in-house testing laboratory wherein all the tests required with respect to the quoted products are carried out.
9. That we have qualified staff, machines & equipments along with capacity to manufacture the above category of surgical items.
10. That we hereby confirm that we have deposited all the **GST & filling returns as applicable** With the GST / State Commercial Taxes department is due on M/s.....as on.....
11. That I will supply the items as per the designs **given in Bid clause no 5.7 and** as per the instructions given in this regard.
12. That I/We have carefully read all the conditions of Bid in Ref no. F.02(140)/RMSCL/PROCUREMENT/ Sanitary Napkin/NIPQ-02/2023/ Dated:- for supply Cum rate contract of Sanitary Napkin (Rate Contract ending on 31/12/2023) 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.
13. I/We agree that the Bid Inviting Authority forfeiting the Bid Security and Performance Security and blacklisting /Debarring/Banning me/ us for a period of 5 years or as deemed fit if, any information furnished by us proved to be false/fabricated after evaluation / at the time of inspection and not complying the conditions as per the applicable standards ***or at any time during the Bid process.***
14. I/ we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012. that:
 - a. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - b. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
 - c. I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

- d. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

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

16. The submitted Average Annual Turnover certificate is related to drug and medicines including surgical suture Business only.

15. Our _____ complete _____ address _____ for communication.....

Pin.....

E-mail address : -

Phone No. /Mobile No.....

18. Bank detail for e banking :-

Name of account holder

Full name of Bank with Branch

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

IFSC code

19. Authorized/nominating person

Name:

Designation:-.....

Complete address for communication:-

.....

.....

E-mail address:-.....

Mobile No.....

Photograph of Authorized/ nominating person

Signature of Authorized/no minating person
--

(Name of Deponent & Signature)

Designation

Verification

I.....S/o.....(Designation)..... Affirm on oath that the contents/information from para 1 to 19 as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished by me as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to cancel the Bid for which I shall be solely responsible and the firm may be Debarred/Banned/ blacklisted / prosecuted for the same

(Name of Deponent & Signature)

Witness :- (Name, Address & Signature)

1

2

List of item along with Specification, Packing Unit, Estimated bid quantity

Sr. No	Code No.	Name of item with specification	Packing Unit	Minimum labelled Shelf life (In months)	Bid Quantity
1.	S-99 p	<p>Belt-less Sanitary Napkin with wings</p> <p>1. Covering (Absorbing top sheet character)–Good Quality knitted sleeve or non woven fabric of rash free, non irritant and soft to touch material which has sufficient porosity to permit the assembled napkin to meet absorbency requirements. The napkins shall have a non absorbent barrier on one side with adhesive covered by a differently identifiable paper</p> <p>2. Overall Length (mm) 230 ± 5</p> <p>3. Core length 220 mm± 10</p> <p>4. Fluff core/pad length 220 mm± 10</p> <p>5. Over all width with wings 160mm+_5</p> <p>6. Fluff core/pad length 70 mm± 5</p> <p>7. Thickness of a single pad 9-10mm</p> <p>8. Weight of a single pad : 8-10 gm</p> <p>9. Pack Six napkins in a pack.</p> <p>10 Type.- Belt-less Sanitary Napkin with wings</p> <p>11. Minimum Absorbency: 50ml</p> <p>12. pH value of absorbent material 6-8.5</p> <p>B. DISPOSABLE Individual pouch or wrapper for each sanitary napkin(as per ministry of environment, forest and climate change dated 08.04.2016)</p> <p>Pouch or Wrapper specifications:-</p> <p>1. Pouch or Wrapper should be of the size of sanitary napkin being supplied.</p> <p>2. It should have adhesive to seal the sanitary napkin within.</p> <p>3. Pouch or Wrapper should not be transparent.</p> <p>Note:-Instructions for use of disposable pouch or wrapper must be written in Hindi on disposable pouch or wrapper.</p> <p>bLrseky fd;s gq;s lsusVjh usifdu dks eksM+dj Disposable Pouch or Wrapper esa Mkys ,oa Disposable Pouch or Wrapper dks xksan yxh iV~Vh ls cUn dj lqif{kr rjhds ls dwMs+ nku esa M+kysaA</p>	6 Sanitary Napkins per packet	36 month	27.18 Crore (pkts)

The above quantities are only estimates, however, no minimum quantity is guaranteed to Empanelled bidders and/or Rate contract holder. These estimated quantities may change substantially during the currency of empanelment / rate contract. RMSCL not at all guarantee procurement of the item as per quantities mentioned above.

RAJASTHAN MEDICAL SERVICES CORPORATION LTD

GUIDELINES FOR BLACK LISTING / DEBARRING OF PRODUCT OR COMPANY

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

1.1 The tenderer who submits false, forged or fabricated documents or conceals facts with intent to win over the tender or procure purchase order; EMD of such tenderer 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, Bid Security Deposit of such Bidder firm shall be forfeited.**

If an LoA for more than one products is issued to a successful bidder and he/she/it fails to execute agreement for few items, in such case, a penalty of Rs. 2.00 lac and in case of MSME of the State of Rajasthan Rs. 50,000 shall be imposed on successful bidder and the product for which agreement is not executed shall be debarred for a period of not less than 3 years.

2.2 The successful tenderer after entering into an agreement withdraw or fail to honour commitments as per tender conditions, Security Deposit of such tenderer firm will be forfeited and firm will be liable for debarring 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 tender condition from the date of purchase order and shall complete the supplies within 60/75 days as mentioned in Purchase Order or as stated in tender condition.

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

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

3.4 If the supplier fails to execute 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 2 years. As a result such supplier will be ineligible to participate in any of the tenders for particular item(s) of drugs / medicines for a period of 2 years.

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

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

4.2 Samples of all sterile 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 drugs to various hospitals / institutions

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

Minor defects

4.5 (1) **If one batch of a particular item supplied during contract period fails in any of the quality test conducted by the tender inviting authority and/or by the Drugs Control Department, then Penalty of not less than 5.0% of Purchase Order value of that particular item shall be levied."**

4.5 (2) **If two batches of a particular item supplied during contract period fail in any of the quality tests conducted by the tender inviting authority and/or by the Drugs Control Department, then that particular product of that firm will be blacklisted for a period up to 3 years but not less than 06 months in any case.**

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

Grossly substandard

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

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

4.7 If the supplier supplied **more than one drug** (subject to a minimum of 6 drugs) during a tender duration and 50% of such drugs are blacklisted, the **firm** is liable to be blacklisted for a period of **2 years** from the date of intimation after observing the procedure.

Spurious or Adulterated

4.8 In case, any sample (even one batch) is declared as **Not of Standard Quality** by an empanelled lab or Govt. Lab which falls in **Spurious or Adulterated** category and if such failure is further confirmed by Govt. Lab during its entire shelf life, the **Company** shall be liable for debarring for a period of **not less than 5 years**.

4.9 If any statutory sample of RMSC supply drug is drawn by Drugs Control Officer on suo-moto basis or on complaint and if it fails in quality parameters, the report is conclusive till it is challenged by supplier / company. If it is challenged then the report of Director, C.D.L., Kolkata shall be conclusive and action as contemplated in foregoing paragraphs will be initiated in the matter of debarring 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 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 for a period of not Less than 3years.

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

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

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

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

5.4 The supplier shall be informed immediately about the test results and instructions be issued to lift the entire stock at supplier's expenses of such batch no. drug which is declared as "NOSQ" by the

empanelled lab / Govt. Lab. However, in case of serious quality failure i.e. if drug is declared or adjudged spurious, adulterated or grossly substandard, one of drug warehouse In-charge will be directed to contact the District Drugs Control officer for drawing statutory sample of such batch as per Act. The DDW In-charge has to keep adequate quantity of such drug for statutory sampling by Drugs Control officer.

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

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

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

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

6. EXAMINATIONS OF ISSUES BY DISCIPLINARY COMMITTEE OF RMSC

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

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

6.3 If, the quality failure is of such nature that a particular product has been blacklisted according to the procedure stated above, the supplier will not be eligible for participating in any of the tenders for the

particular item floated by RMSC for the specified period. For such purpose period of debarring will be counted from date of issue of order and it will be deemed to be over on completion of the period and as such no fresh orders will normally be required for re-eligibility purpose. Similarly if the supplier /company is blacklisted the supplier will not be eligible for participating in any of the tenders for any of the items during blacklisted period.

7.POWER OF REVIEW:

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

8. RIGHT TO APPEAL:

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

9. SAVINGS :

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

10. JURISDICTION:

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

11. EXPLANATIONS:

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

(ii) The Spurious, Adulterated, Grossly sub-standard drug shall have the explanation as per guidelines issued by Govt. of India for taking action on "Not of Standard quality drugs."

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

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

(iii) Purchase Orders, if any, already issued before taking any 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 tender and in case of any overlapping, the tender condition will prevail.

FORM-1 - MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof
Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant: <please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address: <please specify>

2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>

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: <please specify>

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

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place

Date

Appellant's Signature

DETAILS OF TENTATIVE BENEFICIARIES AND DISTRIBUTION CENTERS

dze- l-	foHkkx dk uke	dqy forj.k dsUnzksa dh la[;k	ykHkkFkhZ;ksa dh la[;k ¼izfrekg½
1	lesfdr cky fodkl lsok,a ¼vkaxuokM+h½	61791	12075045
2	jktLFkku Ldwy f'k{kk ifj"kn~ ¼mPp izkFkfed] ek;/fed] mPp ek;/fed]½	34546	2655878
3	tutkrh; {ks=h; fodkl foHkkx ¼fo ky;½	25	5580
4	vk;qDrky;] dkWyst f'k{kk] jktLFkku t;iqj	460	267012
5	Lkekftd U;k; ,oa vf/kdkfjrk foHkkx	180	12624
6	vYila[;d ekeykr foHkkx	319	14073
7	fpfdRlk f'k{kk foHkkx ¼dkWyst½	18	7444
8	laLd`r f'k{kk	1119	33884
9	rduhdh f'k{kk foHkkx	45	2801
	dkjkxkj foHkkx	21	542
	mPp f'k{kk foHkkx	07	13615
	dqy	98531	1-51 djksM+ yxHkx

Supplier Consolidated Invoice

Name of Supplier:											
Complete Address:											
E-mail ID:											
DL NO.:				<u>GST No.:</u>		<u>HSN Code</u>		Invoice No.:			
								Date:			
Purchaser: Managing Director Address: Rajasthan Medical Services Corporation Ltd, Gandhi-Block, Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur Phone No. 0141- 2228066								Purchase Order No.:			
								Date:			
<u>RMSCL GSTIN.08AAFRCR2824M1Z3</u>											
Name of Item/Description:						Drug Code (RMSCL) :					
S.No	Name of DDW	Ordered Qty.	Invoice/Challan no.	Date	Packing Size	Batch No.	Mfg. Date	Exp. Date	Quantity Supplied in No. (Batch wise)	<u>Basic Rate (without GST)</u>	<u>Basic Amount (without GST)</u>
1	2	3	4	5	6	7	8	9	10	11	12
Remarks:						Total Basic Amount					
						<u>Rate of (%) GST(CGST)</u>					
						<u>Rate of (%) GST(SGST)</u>					
						<u>Rate of (%) GST(IGST)</u>					
						<u>Total GST Amount(CGST+SGST+IGST)</u>					
						<u>Grand Total (Basic Amount+ GST Amount)</u>					

Analytical Report Regarding Quality

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

Authorised Signatory

Performance Security form (Bank Guarantee or e-Bank Guarantee (e-BG))

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.....20..... to supply.....(Description of Goods) here in after called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you a Bank Guarantee or e-Bank Guarantee (e-BG) from a Scheduled Bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

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

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

This Bank Guarantee or e-Bank Guarantee (e-BG) is payable at Jaipur Branch

This guarantee is valid until the.....day of.....20.....

Signatures and Seal of Guarantors

Date.....

Address:.....

.....

Note:- The validity of Bank Guarantee or e-Bank Guarantee (e-BG) should be for 12 months from the date of issuance of Bank Guarantee or e-Bank Guarantee (e-BG).

Self Declaration

I/We declare that I am/We are bonafide manufacturer / loan licensee/ importer..... in the Goods for which I/We have bid.

I/We a legally constituted firm/body.....(*Name of Firm/Company with address*)..... and represented by Mr.....(*Name of Bidder/Sole proprietor/CMD/Chairman*)..... Declare that I am/ we are(*manufacturer / loan licensee/importer*) in the Goods for which I/We have Bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our Registration Money and/or bid Performance Security may be forfeited in full and the bid if any to the extent accepted may be cancelled. In case any information given by undersigned is found false, fabricated, untrue unfounded the RMSCL shall be free to take action as per law of land including instituting criminal proceeding in accordance with provision contained under Indian Penal Code, Code of Criminal Procedure in addition to the other remedies available to the RMSCL as per law and that I/we would have no claims whatsoever against RMSCL.

Signature of the bidder with seal

(To be given on the firm's letter head duly sealed & signed)
Declaration by the Bidder in compliance of Section 7 & 11 of the RTPP
Act, 2012

Declaration by the Bidder

This is in relation to our Bid/application for empanelment as a bidder for supply of Sanitary Napkin, (Non-Drug Item) (item code S99p) submitted to Managing Director, RMSCL Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, Rajasthan. In response to their Bid/Bid No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Rajasthan Medical Services Corporation.
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:	Signature of Bidder/Bidder
Place:	Name :
	Designation:
	Address:

BIDDER'S AUTHORIZATION CERTIFICATE

To,
{Procuring entity},

_____,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

Verified Signature:

Form of Bid Securing Declaration

(Note: - Applicable only for Govt. Deptt. and Govt. Enterprises)

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

**Managing Director,
Rajasthan Medical Services Corporation Ltd,
Gandhi Block, Swasthya Bhawan,
Tilak Marg, Jaipur – 302005
Rajasthan
Email ID:edpssrmisc@rajasthan.gov.in**

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, Managing Director, RMSCL, Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, for the period of time of **24 months** starting on date, if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter “the BDS”); or
- (b) Having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
 - (i) Fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
 - (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time period specified in the BDS,
- (c) not accept the correction of arithmetical errors in accordance with the ITB; or
- (d) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____

[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

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

[insert complete name and address of the Bidder]

Dated on day of ,

[insert date of signing]

Corporate Seal _____

[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

(To be submitted on letter head of bidder)

BID/ APPLICATION SUBMISSION LETTER

(Declaration Form cum Check List)

To,
Managing Director,
Rajasthan Medical Services Corporation Ltd,
Gandhi Block, Swasthya Bhawan,
Tilak Marg, Jaipur – 302005
Rajasthan

Subject:- Regarding bid/ application submission for empanelment for supply of Beltless Sanitary Napkins (item code S99p) under NIPQ-02/2023.....

I/We..... (Name, Designation and Address of Bidder)..... having our office at..... (Address of bidder)..... do declare that I/We have read all the Terms & Conditions of the bid document floated by the RMSCL, Jaipur, Rajasthan for empanelment as a supplier, for supply of Sanitary Napkin, (Non-Drug Item) (item code S99p) and agree to abide by all the Terms & Conditions set forth therein.

I/We declare that we are participating in this empanelment bid in the capacity of a bonafide manufacturer/ loan licensee/ importer..... I/We enclose valid Manufacturing license for Manufacturer/Registration of MSME / SSI Unit. Declaration enclosed.

I/We enclose the following documents as per details given below: -

S. No.	Item	Particular (Yes/No) and Page No.
1	Cost of bidding document, Empanelment Bid security (Deposit in Bank account, DD / BC) and Empanelment fee, RISL fee physically being submitted as per bid data sheet.	
2	Bid Acceptance Letter	
3	Declaration by bidder regarding empanelled supplier of Sanitary Napkin, (Non-Drug Item) (item code S99p) with RMSCL	
4	Bidders Organisation Details	
5	Bidders Details Bidder's legal entity, copy of valid registration certificates. Average annual turnover for last three financial years, CA certificate with registration number, seal and UDIN number of C.A. GST registration certificate and copy of return online submission report. PAN Number Cancelled cheque of Bank Account given for RTGS details. All documents submitted as per numbering.	
6	Declaration by the bidder in compliance of Section 7 & 11 of the RTTP Act, 2012	
7	Bidders Authorization Certificate , if applicable	
8	Corrigendum/modification/clarification uploaded with bid document	

Date

Name and Signature of Bidder with seal

Note: Please mention page number and sign before submitting the bid

Details of Plant /Machinery
(For Manufacturing of Sanitary Napkins)

S. No.	Name / Make of Machine	Year of Purchase	Per minute Production Capacity (In Pcs)	Machine running capacity per day (In hours)	Annual Production Capacity (In Pieces)
1	2	3	4	5	6

ANNEXURE XXI
(Clause 2.1.5 of Section IV)

TEST PARAMETERS

Sr. No	Code No.	Item Description	Unit	Test proposed to be carried out (Standard)	
1	2	3	4	5	
1	S-99(P)	Belt-less Sanitary Napkin with wings	6 napkins per pack	1	Description
				2	Dimensions
				3	Overall Length
				4	Full Core /Pad Length
				5	Full Core /Pad Width
				6	Total Width (With Wings)
				7	Thickness
				8	Weight
				9	Type
				10	pH
				11	Absorbency (minimum 50ml)
				12	Cover /Top Sheet
				13	Absorbent Core
				14	Barrier or Bottom Sheet
				15	Bacterial and Fungal Bioburden
				16	Test for common skin pathogen S.Aureus
				17	Packing and Labelling

RECEIPT

(F.O.R. at School/Block Level/Aanganwadi Kendra/College level/CDPO office level)

Supply Details

Supplier Name : -----

Received Date:

Brand : -----

Batch No : -----

RMSCL Purchase Order No. : -----

PO Date:

Consignee Details

School/Block Code : -----

School/Block Name : -----

AanganwadiKandra Name: -----

College Name:-----

Panchayat Name for school level only : -----

Division Name :-----

District Name : -----

Contact No : -----

Total No. of Girls: -----

S.No	Name of Item	No. of Packets of 6 Sanitary Napkins each
1	2	4
1.	Belt-less Sanitary Napkin with wings [S99P]	

Comments on Supply

1. Whether Goods/packaging are in good condition (Yes/No)

2. Whether Rajasthan Govt. Supply Not for Sale & Logogram printed (Yes/No)

Principal/Headmaster/Authorized Receiver from School/Block

Name :

Signature:

(B) FINANCIAL BID FORM

Financial bid shall be invited from amongst the Empanelled bidders: - RMSCL shall invite financial bids in the second part as per requirement of Sanitary Napkin, (Non-Drug Item) item code S99p in the form of .XLS Sheet. After evaluation of financial bid MD, RMSCL may award the contract to the bidder whose offer has been determined to be the lowest to RMSCL and / or in the manner as stipulated in the terms and conditions of the bid and decided by The MD RMSCL.