

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.
(A Govt. of Rajasthan Undertaking)
Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India
Tel No: 0141-2228066, 2228064, E-mail: rmsc.health.rajasthan.gov.in,
edprmsc@nic.in

**SHORT-TERM E-BID FOR THE RATE CONTRACT CUM
SUPPLY OF VTM TEST (Rate Contract ending on 31.03.2021)**



!! सर्वे सन्तु निरामया:!!

LAST DATE OF SUBMISSION OF ONLINE BIDS

14.09.2020 at 03:00 PM

DATE AND TIME OF OPENING OF ONLINE TECHNICAL BID

14.09.2020 at 4:00 PM

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

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

Phone No: 0141-2228066, 2228064

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

CIN:U24232RJ2011SGC035067

E-mail : edprmsc@nic.in

F.02(300)/RMSCL/Proc/VTM Test/NIB-23/2020/1602

Dated:-03.09.2020

Notice Inviting E-Bids

E-bids are invited up to 3.00 PM of 14.09.2020 for SHORT-TERM E-BID FOR THE RATE CONTRACT CUM SUPPLY OF VTM Test. Details of NIB-23/2020 may be seen in the Bidding Documents at our office or at the website of State Public procurement Portal <http://sppp.raj.nic.in>, www.dipronline.org, www.rmsc.health.rajasthan.gov.in, <http://eproc.rajasthan.gov.in> and may be downloaded from there.

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

**Executive Director (Procurement)
RMSCL**

**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.
RAJASTHAN**

**SHORT-TERM E-BID FOR THE RATE CONTRACT CUM SUPPLY OF VTM TEST
(Rate Contract ending on 31.03.2021)**

Bid Reference	F.02(300)/RMSCL/Proc/VTM Test/NIB-23/2020/1602 Dated:-03.09.2020
Date and time for downloading bid document	02.09.2020 from 6.00 PM
Last date and time of submission of online bids	14.09.2020 up to 03.00 PM
Date and time of opening of Online technical bids	14.09.2020 at 04:00 PM
Estimated Value	Rs. 30 Cr.
Cost of Bid Document	Rs. 2000/-
Cost of Bid Document for MSME	Rs. 1000/-
RISL Processing Fees	Rs. 1000/-
Amount of Bid Security	Rs. 3000000/-
Amount of bid Security for MSME of Rajasthan	Rs. 750000/-

INDEX

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

GENERAL INSTRUCTION FOR BIDDERS

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

1. It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of your bid/ rates can be maintained up to bid opening & that your documents are not put to any misuse.
2. In case you are given any assurance of any advantage in RMSC, by anybody or if you are directly or indirectly threatened or intimidated of harming your bidding & subsequent work in RMSC, please inform immediately about the same to MD, RMSC or ED (Proc.) RMSC. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person / institution and their details can be put on the website.
3. It is advisable for you to authorize only those persons for RMSC tender who are employed in your company on salary basis.
4. The turnover should be as per bid conditions. Do not submit Bid if the turnover of the firm is less.
5. Upload the Bids on the e-portal well in advance so that failure in uploading can be avoided and no desired document remains un-uploaded.
6. If there is any query regarding terms and conditions in Bid document, you may contact :-

Shri. Sriniwas Meena, Executive Director (Procurement) Mob. No. 09461586818

RAJASTHAN MEDICAL SERVICES CORPORATION LTD. RAJASTHAN

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as **Bids Inviting Authority** unless the context otherwise requires) invites **SHORT-TERM E-BID FOR THE RATE CONTRACT CUM SUPPLY OF VTM KIT**

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

- (a) E-Bids in two separate bid (Technical bid & Price Bid) will be received till **14.09.2020 up to 03:00 P.M.** by the Rajasthan Medical Services Corporation Ltd, **SHORT-TERM E-BID FOR THE RATE CONTRACT CUM SUPPLY OF VTM TEST.** (Rate Contract ending on **31.03.2021**)
- (b) The bids shall be valid for a Period of 120 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Bid Inviting Authority may request the Bidders to extend the bid validity period for an additional specified period of time. The Bidder may refuse extension of bid validity, and in such a case its Bid security deposit shall not be forfeited.
- (c) The e-Bids will be received on e-procurement web-portal of Govt. of Rajasthan. Every Bidder will be required to pay the following fees:
 - Bid form fee Rs. 2000.00 (Rs. 1000.00 for MSME Units of Rajasthan) for downloading from the website.
 - Bid Security Deposit as applicable in Bid condition no. 9.
 - Processing fee of Rs.1000.00 of R.I.S.L.

These fees are to be paid through three separate prescribed challans (*format enclosed in Annexure- I*) in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country upto or through D.D. / bankers cheque in favour of M.D. RMSCL (Bid document fees and Bid security), M.D. RISL (Bid processing fees) physically in the office of RMSC by **03.00 PM on 14.09.2020**. The bidders shall submit/upload scanned copy of all the challans/DD in Technical Bid. Bids will be opened only after ensuring receipt of Bid document fees along with processing fees and Bid Security Deposit. In the absence of Bid document fees and processing fees and Bid Security Deposit the Bids will be rejected and will not be opened.

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

2. **ELIGIBILITY CRITERIA**

- (a) **Bidder shall have valid Medical Device License as per Medical Device rule 2017 to manufacturer VTM Test Kit from concerned drug licensing authorities OR direct importer holding valid import licence Distributors/ Suppliers / Agents are not eligible to participate in the Bids.**
- (b) Average Annual turnover (for drugs and medicines including Surgical and sutures Business) in the last three financial years (2016-17, 2017-18, 2018-19 or 2017-18, 2018-19 2019-20) shall not be less than **Rs. 10 crores**. For MSME Units of Rajasthan, the average annual turnover (for drugs and medicines including Surgical and sutures Business) in the last three financial years (2016-17, 2017-18, 2018-19 or 2017-18, 2018-19 2019-20) shall not be less than **Rs. 2 Cr**. The same should be supported by audited annual accounts & certified by a practicing Chartered accountant, based on audited accounts.

Explanatory Note:-

- 1) **The merger / amalgamation / transfer of business / transfer of assets etc. of a firm affect the bid condition relating to 'Turnover' in preceding years. The eligibility of a bidder in this regard shall be ascertained by the Purchase Committee on the basis of the above stated agreement / BOD resolution / CA certificate or any other document(s) annexed with the tender documents and the decision of Purchase Committee shall be final.**
 - 2) **The amount shown as Turnover in the tender should be the amount as per GST Act / other Acts and necessary documents / certificates shall be annexed with bid documents and accordingly eligibility of a bidder in this regard shall be ascertained by the Purchase Committee.**
- (c) 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.
- (d) The concern/firm/company whose product has been found to be of inferior quality/contaminated/harmful nature and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company for particular product or debarred from Bid process shall also not be eligible to participate in the Bid.

Some specific Condition for tender of VTM test kits.

1. **Bidder has to submit past performance / experience for supply of at least 2 lacs VTM test during COVID 19 to ICMR / any Central Government / State government institution along with copy of purchase order.**

2. **The bidder should have monthly manufacturing capacity and commitment to supply of VTM Test at least 10 lacs VTM Test Per month, for this undertaking to this effect will be submitted by the bidder. A format of the same has been prescribed at Annexure X.**
3. **For quality certification bidder has to submit valid QMS certificate as per Medical Device rules 2017 / GMP certificate as per Drug and Cosmetic Act 1940 and rules 1945 from concern Drug Licensing Authority. In case of importer the firm should submit ISO 13485 or equivalent certificate.**
4. **Bidder has to submit ICMR approval / validation for VTM Test Kits.**

3. **PURCHASE PREFERENCE**

- (1) Purchase Preference shall be given to MSME unit of Rajasthan as per notification of Finance (GF&AR Division) Department, Govt. of Rajasthan no. S.O. 165 dated 19.11.2015

4. **GENERAL CONDITIONS**

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

5. **TECHNICAL BID**

The Bidder should furnish the following in technical bid:-

- (a) The amount of **Bid Security will be Rs. 30,00,000.** In case of **MSME of Rajasthan the amount will be Rs.7,50,000.**
- (b) The bidders shall submit/upload scanned copy of all the challans, D.D./ BC/BG along with Technical Bid in proof of deposition/ submission of Bid document fees, RISL processing fee and Bid security. The required Bid Security Deposit / Bid document fees/ RISL fee may be in form of physical D.D. / BC/BG and should be in favour of M.D. RMSCL (bid document fees and Bid Security Deposit) and M.D. RISL (bid processing fees). All these financial instruments will have to be deposited in the office of RMSCL upto 03:00 PM of 14.09.2020. **(Format of BG is enclosed at annexure-XV)**

- (c) Documentary evidence for the constitution of the company/Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.
- (d) A copy of PAN issued by Income Tax Department.
- (e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Bidder should be enclosed.
- (f) *Duly attested photocopy of Medical Device License.*
- (g) Annual turnover statement for 3 financial years i.e. 2016-17, 2017-18, 2018-19 or 2017-18, 2018-19, 2019-20 in the format given in Annexure-III should be certified by the practicing Chartered Accountant.
- (h) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2016-17, 2017-18, 2018-19 or 2017-18, 2018-19, 2019-20 duly certified by the practicing Chartered Accountant will have to be submitted with bid.
- (i) **GST returns file up to 31.03.2020**
- (j) **Details of GST registration.** The industries situated in GST free zones will produce the copy of appropriate notification. **Bidders has to submit GSTIN and state where GSTIN registered for every quoted items for which supply will be made**
- (k) Undertaking that the manufacturer has not been blacklisted/debarred/banned.
- (l) An undertaking that the bidder complies with all the terms, conditions, amendments (if any) of bid document to be submitted in Annexure-VII point no.11.
- (m) A declaration under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 in Annexure-VII.
- (n) **All copies submitted should be self attested**

6. PRICE BID –

The price bid will also be known as financial document and every bidder will be required to submit its price in excel format attached to the bid document (BOQ). **BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the**

bidder is liable to be rejected for this bid. Bidders are allowed to enter the bidder name and values only. The bidder should quote rate for the mentioned packing unit only.

7. OPENING OF TECHNICAL BID

- a) The Technical Bid will be scrutinized by Bid evaluation committee.
- b) Technical Evaluation of the Bid will be done on the basis of documents submitted by the bidder.

8. OPENING OF PRICE BID (BOQ)

Price Bid (BOQ) of the Bidder found eligible on satisfying the criteria for technical evaluation will only be opened.

9. BID SECURITY

The amount of Bid Security will be Rs. 30,00,000. In case of MSME of Rajasthan the amount will be Rs. 7,50,000.

The bidders shall submit/upload scanned copy of all the challans, D.D./ BC/BG along with Technical Bid in proof of deposition/ submission of Bid document fees, RISL processing fee and Bid security. The required Bid Security Deposit / Bid document fees/ RISL fee may be in form of physical D.D. / BC/BG and should be in favour of M.D. RMSCL (bid document fees and Bid Security Deposit) and M.D. RISL (bid processing fees). All these financial instruments will have to be deposited in the office of RMSCL upto **03:00 PM of 14.09.2020. (Format of BG is enclosed at annexure-XV)**

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

The Bid Security may also be paid through separate prescribed challan (format enclosed in Annexure-I) in any branch of the Punjab National Bank Account no. 2246002100024414 IFSC Code PUNB0224600 throughout country up to or through D.D. / bankers cheque in favor of M.D. RMSCL physically in the office of RMSC by **03.00 PM on 14.09.2020**. Bid Security Deposit in any other form will not be accepted.

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

10. OTHER CONDITIONS

1. The orders will be placed by the Managing Director or any authorized officer of Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
2. Rates (inclusive of **all expenses / charges but exclusive of GST**) should be quoted for each of the required item. Bid for the supply of item 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 at designated warehouse at Jaipur as stipulated in the purchase order placed with successful Bidders. No quantity or cash discount should be offered
3. (a) To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.
 - (b) Orders will be placed periodically during rate contract period based on the RMSCL's requirement to the firms approved for rate contract.
 - (c) The successful Bidder/bidders who has been declared as L-1 or matched L-1 rate will be suppliers for item or items shall execute necessary agreement for the supply of the bid quantity as specified in the Bid documents on depositing the required amount performance security and on execution of the agreement. Such Bidder/bidders would be 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) RMSC will inform the L1 rate to the Bidders who qualified for Price Bid opening, through RMSC web site or e-mail; willing bidders may inform in writing their consent to match the L-1 rate for the item quoted by them and the Bidders who agree to match L1 rate, will be considered as Matched L1.
 - (e) 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.
 - (f) The supplier shall supply the ordered quantity as per the delivery schedule of P.O. before the stipulated period from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happens to be a holiday, the supply should be completed by 5.00 p.m. on the next working day.

4. The rates quoted and accepted will be binding on the Bidder during validity period of the bid and any increase in the price (**except increase in GST rate** or any other statutory taxes) will not be entertained.
5. No Bidder shall be allowed to claim revision or modification of bid after opening of bid. If any bidder withdraws or modifies its bid after opening of bid the bid security taken from the bidder shall be forfeited. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.
6. Supplies should be made directly by the bidder and not through any other agency.
7. The Bidder shall allow inspection of the factory at any time by a team of Experts/Officials of the Bid Inviting Authority or of the Govt. of Rajasthan. The Bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for any inspection, their Bids will be rejected.

11. ACCEPTANCE OF BID

1. The Bid evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the Bid reference to various criteria.
2. Bid Inviting Authority reserves the right to accept or reject the Bid for the supply of all or any one or more items Bided for in a Bid without assigning any reason.
3. Bid Inviting Authority, or his authorized representative(s) has the right to inspect the factories of Bidders, before, accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the currency of Bid and also has the right to reject the Bid or terminate/cancel the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.
4. The acceptance of the Bids will be communicated to the successful Bidders in writing/through E-mail by the Bid inviting authority. Immediately after receipt of acceptance letter, the successful Bidder will be required to deposit Performance security deposit and the agreement but not later than 15 days.

5. **The approved rates of the successful Bidders would be valid up to 31.03.2021 (w.e.f date of letter of acceptance) and may extendable up to 3 months without any giving prior intimation and received mutual consent if required.**

6. Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.

12. **PERFORMANCE SECURITY**

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

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

The performance guarantee should be paid upfront in respect of each contract on or before the due date fixed by Bid inviting authority in the form of Bank Guarantee (Performa given in Annexure XIV) in case the amount exceeds Rs. 5 Lakhs. For amount of upto 5 Lakhs it should be deposited in the form of demand draft/bankers cheque issued by a scheduled bank or may be deposited through challan annexure-1 (the validity of bank guarantee should be for a period of 12 months from the date of issuance of Bank Guarantee) in favour of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur before releasing the purchase order by the ordering authority. In case Rate Matched Bidders who have agreed to supply at L-1 price, then the performance security Deposit of such bidders will be 2.5% of value of quantity fixed for them. (upper limit Rs 25 Lac). Performance Security shall remain valid and refunded 60 days beyond the date of completion of all contractual obligations or after 12 months from the date of issuance of letter of acceptance, whichever is later.

13. **AGREEMENT**

a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 15 days from the date of the intimation letter of interest by the Bid Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd.** The Specimen form of agreement is available in Annexure-IV, failing to submission of performance security and execution of

agreement within 15 days as stipulated, will result in forfeiture of Bid Security Deposit & other consequential action. **A bidder who is found successful in more than one product; he will be intimated through LOA / LOI to execute agreement for all the products / drugs / items.**

- b) The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part thereof to any person or persons whatsoever.
- c) All notices or communication relating to, or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode.

14 SUPPLY CONDITIONS

1. Purchase will be supplied at **Central Drug Store, Sethi colony, Jaipur.**
2. Purchase orders will be placed on the successful Bidder at the discretion of the Ordering Authority.
3. The supplier shall supply the entire ordered quantity before the end of **10 days** from the date of issue of purchase order at **Central Drug Store, Sethi colony, Jaipur.**
4. All supplies will be scheduled for the period from the date of purchase order till the completion of the tender in installments, as may be stipulated in the purchase order.
5. The items supplied by the successful Bidder shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the Bid documents.
6. If supplies are not fully completed as per stipulated delivery schedule in **10 days** from the date of the Purchase Order, the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the items at the **Central Drug Store, Sethi colony, Jaipur.**
7. If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the item for which the Purchase orders have been placed from any other sources (**such as Public Sector undertakings at their rates, empanelled bidders, and bidders who have been technically qualified in the said bid**) or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 18, apart from terminating the contract for the default.

8. The order stands cancelled after the expiration of delivery period, if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the Performance Security and shall invite other penal action like debarring/disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority. (Guidelines for blacklisting/ debarring at Annexure- VIII)

9. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated place (**Central Drug Store, Sethi colony, Jaipur**).

10. If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause, on a specific request made by the Bidder before expiry of supply period, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes etc. Reasons must be beyond control of supplier.

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

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

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

15. QUALITY TESTING

1. Sampling of supplies from each supply order 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).
2. 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 18.
3. Laboratory test may be done with reference to the standards laid down in the protocol/specifications

16. PAYMENT PROVISIONS

1. No advance payment towards costs of will be made to the supplier.
2. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory, the payment would be made in 30 days positively. (Annexure- XII & XIII)
3. All bills/ Invoices should be raised in **triplicate** and in the case of excisable items; the bills should be drawn as per **GST Rules / other applicable Rules if any** in the name of the authority as may be designated.
4. If at any time during the period of contract, the price of Bid items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.
- 5(a) In case of any enhancement in **GST as per** notification of the Government after the date of submission of Bids and during the Bid period, the quantum of additional **GST** so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the items approved under the Bid. For claiming the additional cost on account of the increase in **GST**, the Bidder should produce a letter from the concerned Excise authorities / **GST authorities (Central and State)** for having paid additional **GST** on the goods supplied to ordering authority and also must

claim the same in the invoice separately. **In case of reduction in rates of GST price will be reduced accordingly.**

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

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

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

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

- a) Delay upto one fourth period of the prescribed delivery period; 2.5%
- b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period; 5%
- c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period; 7.5%
- d) Delay exceeding three fourth of the prescribed delivery period; 10%

Note 1:- Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%.

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

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

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

17. DEDUCTION IN PAYMENTS:

1. If the supply is received in damaged conditions it shall not be accepted.

18. QUALITY CONTROL DEDUCTION & OTHER PENALTIES:

1. If the successful Bidder fails to execute the agreement and/or to deposit the required performance security within the time specified or withdraws his Bid after the intimation of the acceptance of his Bid has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and Performance/Bid Security deposited by him along with his Bid, shall stand forfeited by the Bid Inviting Authority and he will also be liable for all damages sustained by the Bid Inviting Authority apart from **debarring** the supplier. (As per guidelines for debarring at annexure VIII).
2. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied item etc. shall be final and binding.
3. 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.
4. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per PDR Act or other rules.
5. Non performance of any contract provisions shall be examined and may disqualify the firm to participate in the future Bids.
6. In the event of making ALTERNATIVE PURCHASE, as specified in Clause 14.8 and in Clause 15.2 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 value of non-supplied even when rates in alternative purchase method are lower / equivalent to rates in original tender***

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

19. SAVING CLAUSE

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

20. JURISDICTION

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

21. CORRECTION OF ARITHMETIC ERRORS:

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

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

arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

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

22. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

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

23. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER

The bid quantity shall be fixed in following manner-

L-1(Single Bidder) 100%

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

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

Note:- As this is emergency procurement in view of spread of COVID-19, RMSCL reserves right to appoint more suppliers on L-1 rates, apart from indicated above. No bidder will be entitled to raise any objection. Every participating bidder will be required to submit an undertaking in the prescribed format. (As per Annexure XI)

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

24. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

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

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

i. Filing an appeal

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

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

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

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

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

iv. Appeal not to lie in certain cases

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

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

v. Form of Appeal (Annexure- IX)

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

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

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

vi. Fee for filling appeal

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

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

vii. Procedure for disposal of appeal

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

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

Authority, as the case may be, shall,-

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

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

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

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

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

Any person participating in a procurement process shall-

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

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

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

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

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

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

g) Disclose conflict of interest, if any; and

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

Conflict of interest:-

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

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

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

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in-charge/ consultant for the contract.

26. LOGOGRAMS /Markings

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

DESIGNS FOR LOGORAMS

The item to be supplied with the following logogram and with the word **“Rajasthan Govt. Supply- Not for sale निःशुल्क वितरण हेतु, QC – Passed”** overprinted and the following logogram in which will distinguish from the normal trade packing. Name of item should be printed in English and Hindi languages and should be legible and be printed more prominently. The logogram should appear on the packing of every kit and also on the carton containing a number of kits.



SPECIMEN LABEL FOR OUTER CARTON

RAJASTHAN GOVT. SUPPLY
NOT FOR SALE

VTM TEST

CONSTITUENTS OF.....

Name of the Item, Manufactured by, Batch no

Mfg.Date

Manufactured by:

27. FALL CLAUSE

The prices under a rate contract shall be subject to price fall clause. If the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted

**Managing Director
Rajasthan Medical Services Corporation**

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

Bank Copy

punjab national bank

DIST. NO.

Branch

Institute Name

Institute ID

Rajasthan Medical Services Corporation, Jaipur

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.

Select any one out of - Tender Fees/EMD/SD/Tender Processing fees/Others

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

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

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

Customer Copy

punjab national bank

DIST. NO.

Branch

Institute Name

Institute ID

Rajasthan Medical Services Corporation, Jaipur

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.

Select any one out of - Tender Fees/EMD/SD/ Tender Processing fees/Others

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

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

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

Form A

(Apply in Duplicate)

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

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

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

Serial No	Product	Production Capacity	
		Quantity	Value
1			
2			
3			
4			

12. List of Plant & Machinery installed

Serial No	Name of Plant & Machinery	Quantity	Value
1			

2			
3			

13. List of Testing Equipments installed

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

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

a. Benefits depositing Bid Security and Performance Security:

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

b. Details of Supply orders received:

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

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

Date

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

CERTIFICATE

(See clause 3(2))

File no. _____

Date _____

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

Office Seal

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

Enclosure- (1) Application

(2)

(3)

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

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

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

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

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

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

Place.....

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

VERIFICATION

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

DEPONENT

ANNEXURE-III
Ref. Clause No.2(b), 5 (g)

ANNUAL TURN OVER STATEMENT

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

S.No.	Years	Turnover in Lakhs (Rs)	
1	2016-17		
2	2017-18		
3	2018-19		
	or		
4	2017-18		
6	2018-19		
7	2019-20		
Total		Rs.	Lakhs
Average turnover per annual		Rs.	Lakhs

Date:

Seal:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

AGREEMENT

This Deed of Agreement is made on this _____ day of _____ 2020 by M/s. _____ represented by its Proprietor/Managing partner/Managing Director having its Registered Office at _____ and its Factory Premises at _____ (hereinafter referred to as “Supplier” which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the Contract) on one part and Rajasthan Medical Services Corporation Ltd, represented by its Managing Director having is office at Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (hereinafter referred to as “The Purchaser” which term shall include its successors, representatives, executors assigns and administrator unless excluded by the Contract) on the other part.

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

(Without any Counter Conditions imposed by the supplier)

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

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

1. The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to Bid floated for the SHORT-TERM E-BID FOR THE RATE CONTRACT CUM SUPPLY OF VTM TEST for Rajasthan Medical Services Corporation, **(Rate Contract ending on 31.03.2021)** (F.02(300)/RMSCL/Proc/VTM Test/NIB-23/2020/1602 Dated:-03.09.2020)

and technical bid opened on 14.09.2020, the instruction to Bidders, the conditions of Bidder, acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.

2. (a) The Agreement is for the Rate Contract for supply by the Supplier to the Purchaser of the VTM Test specified above at prices noted against each therein on the terms and conditions set forth in the Agreement.

(b) This Agreement shall be deemed to have come into force with effect from *the date of issuance of letter of acceptance* _____ and it shall remain in force up to **31.03.2021**. **If required, period of contract can be extended upto 3 months with same rate, terms and conditions, without any prior consent. Bidder shall be bound to accept the same.**

(c) The Bid quantity noted against each item in the schedule attached to Bid document indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the Purchaser, but shall not exceed the committed quantity/ dedicated capacity or as agreed upon by both parties later on after the execution of Agreement. The Supplier shall make supplies of the VTM Test on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied required to be supplied at the specific location in the state of Rajasthan.

TERMINATION OF CONTRACT ON BREACH OF CONDITION

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

(b) In case the Supplier fails, neglects, or refuse to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulation and provisions herein contained, it shall be lawful for the Purchaser on any such failure, neglect or refusal, to put an end to this Agreement and thereupon every article, cause and thing herein contained on the part of the Purchaser shall cease and be void, and in case of any damage, loss, expenses, difference in cost or other moneys from out of any moneys for the time being

payable to the Supplier under this and/or any other Contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the Purchaser to appropriate the Performance Security made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the Purchaser shall have sustained, incurred or

been put to by reason of the Supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in the performance of this Contract.

(c) If at any time during the course of the Contract, it is found that any information furnished by the Supplier to the Purchaser, either in his Bid or otherwise, is false, the Purchaser may put an end to the Contract/Agreement wholly or in part and thereupon the provisions of Clause (a) above shall apply.

2. The Purchaser reserves the right to terminate without assigning any reasons therefore the Contract/Agreement either wholly or in part without any notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the Purchaser.

NOTICE ETC, IN WRITING

3. All Certificates or Notice or orders for time or for extra, varied or altered supplies which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES

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

BANKRUPTCY OF THE SUPPLIER

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

SERVING OF NOTICE ON SUPPLIER

- 6. All notice or communication relating to or arising out of this Agreement or any of the terms thereof shall be considered duly served on or given to the Supplier if delivered to him or left at his premises, place of business or abode.
- 7. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents, the decision of the Managing Director, Rajasthan Medical Services Corporation Ltd in the matter shall be final and bidding.
- 8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Govt. and the decision of the Govt. shall be final.

SUPPLIER (Signature, Name & Address With Stamp)

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

Witness (Signature, Name & Address)

Witness

1.

1.

2.

2.

Check List

Section	Details of requirement	Document Type	Yes/No If Yes Page No.
A	BID SECURITY, RISL Fess, Bid Processing Fees, Empanelment Fees.	Challan/DD of Bid Security Deposit, bid fee and RISL fee and MSME certificate for exemption with Annexure-II	
B	Technical documents	Manufacturing Registration	
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	
		GST registration and Proof of GST Return	
		Copy of PAN	
		Annexure II(A) Form ‘A’ issued by competent Authority	
		Annexure II(B) Form ‘B’ Affidavit	
		Annexure – III Annual Turnover Statement	
		Annexure-VII Declaration and Undertaking	
		Annexure X Undertaking of manufacturing Capacity and supply committment	

LIST OF SPECIFICATION OF VTM Test

S. No.	Name of approved item with specification	Packing Unit	Tender Quantity
1	<p>Viral Transport Medium</p> <ul style="list-style-type: none"> • 10-15 ml volume screw –cap, leak-proof tube. • Two Sterile Synthetic fiber swabs (polyester, rayon, or Dacron) with plastic shafts or Wire shaft (flexible shaft): In general ICMR recommends two swabs i.e. NP and OP specimens should be combined at collection into a single vial. • Should contains 3ml of viral transport media • 1 Ziplock specimen bag containing absorbent pad • Labeling stickers • It should be in the volume of 3ml viral transport medium in 10-15 ml centrifuge tube. • It should contain protective protein antibiotics to control microbial contamination and buffers to control the pH. • The medium also contains a cryoprotectant which helps in preserving the viruses. if specimens are frozen for prolonged storage. • The Medium should be stable at room temperature • pH 7.3+-0.3. • Osmolality in mOsm/Kg H2O 500.00-600.00 	Test	60,00,000

Declaration & Undertaking

(F.02(300)/RMSCL/Proc/VTM Test/NIB-23/2020/1602 Dated:-03.09.2020)

(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 .	Name of quoted item	Monthly Capacity for VTM Test.	Annual Production Capacity for VTM Test	Monthly supply Commitment to RMSC for VTM Test in nos.	Supply Commitment quantity during rate contract period (Nos. of VTM Test)	Estimated Bid Quantity as per Annexure VI	<u>GSTIN Number & Name of state where GSTIN registered</u>
1.						60,00,000	

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 any other ground either by RMSCL, State Government or any of its department.*

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.	Name of the Item with Specification	Details of Standards
-------	-------------------------------------	----------------------

7. That we have qualified staff, machines & equipments along with capacity to manufacture the above items.
8. That we hereby confirm that we have deposited all the VAT/Sale Tax/ **GST & filling returns as applicable** as on.....With the department. **central excise / State commercial department** is due on M/s.....as on.....
9. That I/We have carefully read all the conditions of SHORT-TERM E-BID FOR THE RATE CONTRACT CUM SUPPLY OF VTM TEST in Ref. No. F.02(300)/RMSCL/Proc/VTM Test/NIB-23/2020/1602 Dated:- 03.09.2020(Rate Contract ending on 31.03.2021) for Rajasthan Medical Services Corporation and accept all conditions of Bid, including amendments if any **If case of typographical error found in submitted documents / affidavits, in this case we accept all the Terms and conditions of bid documents.**

I/We also undertake that items quoted by us confirm all the parameters of specifications.

10. I/We agree that the Bid Inviting Authority forfeiting the Bid Security Deposit and Performance Security and blacklisting /Debarring/Banning me/ us for a period of 5 years or as deemed fit if, any information furnished by us proved to be false/fabricated after evaluation / at the time of inspection and not complying the conditions as per the applicable standards ***or at any time during the Bid process.***
11. I/ we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012. that:
- I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - 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.

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

12. The submitted Average Annual Turnover certificate is related to (for Surgical or textile Business).

13. Our complete address for communication.....

.....Pin.....

E-mail address : -

Phone No. /Mobile No.....

14. Bank detail for e banking :-

Name of account holder

Full name of Bank with Branch

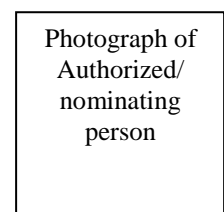
A/c no. with full digits.....

IFSC code

15. Authorized/nominating person

Name:

Designation:-.....



Complete address for communication:-

.....
.....

E-mail address:-.....

Mobile No.....

Signature of Authorized / nominating person

(Name of Deponent & Signature)
Designation

Verification

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

(Name of Deponent & Signature)

Witness :- (Name, Address & Signature)

1

2

RAJASTHAN MEDICAL SERVICES CORPORATION
GUIDELINES FOR BLACKLISTING/DEBARRING OF
PRODUCT OR SUPPLIER/COMPANY

The existing guidelines for Black listing/Debarring of Product or Company is hereby substituted by the following, namely:

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 fortified.

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 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 15 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.

4. EXAMINATIONS OF ISSUES BY DISCIPLINARY COMMITTEE OF RMSC

4.1 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.

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

4.3 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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) 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.
- (iii) 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.

The above policy shall come into force with immediate effect. Approval of Board of Directors' has been sought in its meeting dated 6th November, 2017 and administrative approval has also been sought from competent level.

FORM NO. 1 [See rule 83 of RTPP]
**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012**

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official Address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Ground of appeal:

.....

.....

.....

.....

..... (Supported by an affidavit)

7.

Prayer:

.....

.....

.....

Place.....

Date.....

Appellant's Signature

Undertaking of manufacturing Capacity and supply commitment

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

Name of firm
Authorized Representative
Signature & Date

UNDERTAKING

Undertake that since management of COVID-19 is an emergency, RMSCL will issue orders for supply anytime after issuance of LOA (Letter of Acceptance) to the best price available keeping in mind earliest supply in quantities which the RMSCL thinks fit. The decision of RMSCL shall be final and not subject to any claim or dispute.

Name of firm

Authorized Representative

Signature & Date

Supplier Consolidated Invoice

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

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

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

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

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

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

**Authorized
Signatory**

Analytical Report Regarding Quality

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

**Authorised
Signatory**

Security form (Bank guarantee)

To

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

Hereinafter called “the Supplier” has undertaken, in pursuance of Contract (Letter of Acceptance) No.....dated.....2020 to supply.....(Description of Goods) hereinafter called “the Contract”.

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

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

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

This Bank guarantee is payable at Jaipur Branch

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

Signatures and Seal of Guarantors

Date.....

Address:.....

.....

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

Bid security (Bank guarantee)

To,

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

Hereinafter called “the Bidder” has undertaken, in pursuance of bid process NIB Ref. No. F.02(300)/RMSCL/Proc/VTM Test/NIB-23/2020/1602 Dated:-03.09.2020 supply cum rate contract to offer the bid (Description of Goods)

AND WHEREAS it has been stipulated by you in the said bidding process that the Bidder shall furnish you a bank Guarantee from a Scheduled Bank for the sum specified therein as bid security for compliance with the bid conditions mentioned in the bidding document.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the bidder, 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 bidder to be in default under the said bidding process against the supplier, without cavil or argument, any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Bank guarantee is payable at Jaipur Branch

This guarantee is valid until the.....day of.....2020.....

Signatures and Seal of Guarantors

Date.....

Address:.....
.....

Note:- The validity of bank guarantee should be for 03 months from the date of issuance of Bank Guarantee.